

Fauquier County Government
Fauquier County Public Schools
The Town of Warrenton

Fiber Optic Infrastructure/Installation

RFP# 77-04sm

April 8, 2004

*Issued by:
Fauquier County Govt. & Public Schools
Procurement Division*

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FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: April 8, 2004

RFP #: 77-04sm

TITLE: *Fiber Optic Network Infrastructure/Installation*

ISSUED BY: Fauquier County Government and Public Schools Procurement Division,
320 Hospital Drive Suite 23, Warrenton, VA 20186

Sealed Proposals Will Be Received Until **2:00 p.m. on May 10, 2004** For Furnishing the Services Described Herein.

Inquiries Concerning Proposal Submission Requirements, Terms and Conditions or Other Administrative Concerns Should Be Directed To: Susan Monaco, CPPB, Senior Buyer, (540) 428-8713, e-mail: susan.monaco@fauquiercounty.gov Technical Questions Should Be Directed To: Bill Sterbinsky, Director of Network Operations, F1 Computer Solutions, Inc., 540-349-5370, e-mail: bill@f1computersolutions.com

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: PROCUREMENT DIVISION, FAUQUIER COUNTY GOVT. BLDG., 320 HOSPITAL DR., 2ND FLOOR, SUITE 23.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	Name: _____
_____ Zip Code: _____	Title: _____
FEI/FIN NO.: _____	Telephone Number: () _____
E-mail Address: _____	Fax Number: () _____
Contractor's License #/Class: _____	

CERTIFICATION PAGE

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

1.0 GENERAL INSTRUCTIONS

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to provide interested, qualified vendors with sufficient information to enable them to submit Proposals for consideration by Fauquier County for a fiber optic network infrastructure to support the Fauquier County Government (FCG), Fauquier County Public Schools (FCPS) located within the Town of Warrenton, and the Town of Warrenton (TOW), in accordance with the specifications contained herein and attached hereto.

- 1.1.1 This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Board of Supervisors of Fauquier County, a political subdivision of the Commonwealth of Virginia, herein referred to as “OWNER”, “COUNTY”, or “FCG”. Fauquier County is acting as the lead jurisdiction for the combined interests of Fauquier County, the Town of Warrenton and the Fauquier County School Board.
- 1.1.2 For ease of reference each organization submitting a response to this Request for Proposal will hereinafter be referred to as an “OFFEROR”. An OFFEROR whose proposal would result in a formal agreement will hereinafter be referred to as a “CONTRACTOR”.
- 1.1.3 The contents of the proposal submitted by the successful OFFEROR, this RFP, and all modifications made thereof, shall become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the COUNTY.

1.2 Background

The need for reliable, high speed, cost effective networks are a common goal for both the government and commercial sectors, especially with the ever-increasing use of the Internet and the introduction of new applications and technologies. In a Metropolitan Area Network (MAN), a fiber optic infrastructure is used extensively and often exclusively for the network backbone. The benefits of optical fiber are ideal for this type of networking environment. Fiber can support a range of data rates from very low speed to very high speed over long distances. A well-planned fiber backbone can provide the versatility to carry a complete spectrum of services such as data, voice, video, building management systems, security monitoring and more. A fiber optic infrastructure is also a transport media that is reliable, flexible and “future-proofed” for the information era. Fiber optic cabling can be implemented for today's network requirements, such as Ethernet, Fast Ethernet, Gigabit Ethernet, Multi-Gigabit Ethernet (10Gb/s), Fiber Distributed Data Interface (FDDI), Fibre Channel, Wave Division Multiplexing (WDM) and Asynchronous Transfer Mode (ATM).

Over the past 18 months, representatives from the COUNTY, FCPS and TOW have explored enhancing their respective network infrastructures, to include the use of a fiber optics for various reasons. These reasons include increased bandwidth connectivity, reliability, redundancy, reduction in recurring telecommunication costs, Disaster Recovery (DR) and Continuity of Operations Planning (COOP). An example of the DR and COOP requirements is the need for network connectivity between the TOW Police Department and FCG Sheriff Department for backup dispatching capabilities with the implementation of the new 800 MHz radio system in the Spring 2004.

As a result, representatives from FCG, FCPS and TOW agreed to investigate a consolidated approach for enhancing their network infrastructures via fiber optic technology. By consolidating resources, the participants can share the capital expenditures (i.e. more cost effective than doing it alone) of implementing a fiber optic network infrastructure that satisfies their immediate needs, as well as those in the future. .

1.3 Submission of Proposals

The COUNTY reserves the right to extend the time and date for submission of Proposals at any time prior to the Proposal deadline by giving written notice of such extension to each prospective OFFEROR, at least three days prior to the submission date. Proposals are to be based upon compliance with the PROPOSAL DOCUMENTS in their entirety. Failure to do so will be at the OFFEROR'S risk.

Each Proposal shall include a letter of transmittal, in addition to the Certification page at the opening of this section, which bears the signature of an authorized representative of the CONTRACTOR and designates by name not more than two individuals that will act as representatives, authorized to negotiate and sign the contract with the COUNTY on behalf of the CONTRACTOR.

The letter of transmittal may also briefly set forth any particular information the OFFEROR wishes to bring to the COUNTY'S attention.

1.3.1 Proposal Preparation And Submission Requirements:

In order to be considered for selection, OFFERORS must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted to the Procurement Division. The OFFEROR shall make no other distribution of the proposal.

1.3.1.1 Proposal Preparation:

An authorized representative of the OFFEROR shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and /or giving a lowered evaluation

of the proposal. Proposals that are substantially incomplete or lacking information may be rejected by the Procurement Division.

Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the OFFEROR desires to present, but which does not fall within any of the requirements of the RFP, should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The OFFEROR'S proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the specifications as described herein.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

1.3.1.2 Late Proposals:

Proposals must be received by the Procurement Division no later than 2:00 p.m. on May 10, 2004. To be considered for selection, proposals must be received by the Procurement Division by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Procurement Division. Proposals received in the Procurement Division after the date and hour designated are automatically disqualified and will not be considered.

Late proposals will be returned to the OFFEROR UNOPENED, if RFP number, acceptance date and OFFEROR's return address is shown on the container.

1.3.1.3 Incomplete and Non-Compliant Proposals:

Failure by the OFFEROR to fill in all blanks of the Proposal form and to supply completely all requested information may result in the Proposal being rejected by the COUNTY at its option. Any exceptions to the RFP documents may be a basis for considering a Proposal to be non-compliant. OFFERORS will be given the opportunity to clarify the Proposal in accordance with the language contained in Section 3 of this RFP.

1.3.1.4 Examination of RFP Documents:

Submission of a Proposal shall constitute acknowledgment by the OFFEROR that it has thoroughly examined all documents, which are part of the RFP, including any addenda that may be issued during the Proposal preparation period. No claim will be allowed for additional compensation or additional time for completion, which is based on lack of knowledge or lack of understanding of any document. Additionally, any communication from an OFFEROR, which in any manner discloses price information contained in its Proposal, is received prior to opening, may be cause for disqualification.

1.4 Specifications Property of Fauquier County

These specifications in their entirety are the property of Fauquier County. The OFFEROR shall not copy or disseminate any portion of these specifications without express written authorization of the COUNTY except as necessary in the preparation of the Proposal. Any authorized copies of these specifications or portions thereof shall include a similar paragraph prohibiting further copying or dissemination.

1.5 No Contact Policy

No OFFEROR shall initiate or otherwise have contact with any COUNTY representative or employee, other than the Procurement Division or the Consultant, after the date and time established for receipt of proposals. Any contact initiated by an OFFEROR with any COUNTY representative, other than the Procurement Division or the Consultant, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the OFFEROR from this procurement process.

2.0 GENERAL CONDITIONS

This section of the RFP contains the general conditions and restrictions covering the preparation, submission, and content of Proposals. It is essential that these conditions be strictly observed.

The COUNTY reserves the right to negotiate additional and/or supplemental terms and conditions with any of the OFFERORS.

Neither requests for additional information nor invitations to participate in negotiations are to be construed as an indication of the COUNTY'S intent to award a contract.

Specific terms of the contract will be negotiated between the COUNTY and the successful OFFEROR. The COUNTY, as the lead jurisdiction for this RFP, reserves the right to negotiate on behalf of the TOW and FCPS if requested to do so by these entities.

2.1 Requests for Additional Information

This RFP has been prepared by the COUNTY with the assistance of F1 Computer Solutions, Inc. of Warrenton, VA, herein referred to as the "Consultant". Contact information for technical and non-technical questions can be found on the certification page. All questions shall be sent in writing. Clarifications of documents as a result of questions will be circulated in writing by addendum to all OFFERORS.

If any OFFEROR is in doubt as to the true meaning of any part of the RFP document, the OFFEROR shall submit a written request no later than three (3) calendar days before the set date for receipt of Proposals to the Purchasing Office, attention of the Buyer. Interpretation or revision of the RFP document will be made only by addendum duly issued by the Buyer or her designee. The COUNTY will not be responsible for explanations or interpretations of the RFP document, except as issued in accordance herewith. Only the Buyer or her designee has the authority to make interpretations or issue an addendum.

2.2 Bid Surety and Other Security

Each Proposal shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the proposal price, which shall be a certified check, cash escrow or bid bond made payable to the Treasurer, Fauquier County, Virginia.

The sureties of all bonds shall be of such surety company or companies as are approved by the state Corporation commission authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the

OFFEROR will not withdraw such proposal during the period of one hundred twenty (120) days following the opening of proposals; that if such proposal is accepted, the OFFEROR will accept and perform under the terms of the Request for Proposal and resulting contract. The bid guarantee will be returned upon award of the contract.

In accordance with § 2.2-4336 of the Code of Virginia, for all proposals resulting in construction contracts in excess of \$100,000, a Performance bond and a Labor and Material Payment bond, in the forms which are inserted in the contract documents and each in a sum equal to 100% of the negotiated price and duly executed by the successful OFFEROR as principal and by a surety company qualified to do business under the laws of the Commonwealth of Virginia, and satisfactory to the COUNTY, as surety, will be required for the faithful performance of the contract, the payment for labor and materials and for the guarantee and maintenance of the work. The Performance and Labor and Material Payment bonds shall be furnished simultaneously with the delivery of the executed contract by the successful OFFEROR, and are subject to the approval of the County attorney's office.

2.3 Exceptions to the RFP

It is anticipated that OFFERORS may find instances where their fiber optic infrastructure design does not adhere to the specifications contained herein. In such cases, OFFERORS shall note the instance as an exception to the RFP. All exceptions shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the COUNTY, and a description of the advantages to be gained by the COUNTY as a result of these exceptions.

The COUNTY shall reserve exclusive right to accept or reject any exceptions taken pursuant to this section.

2.4 Proposals Considered "Firm"

All Proposals in response to the RFP will be considered "firm" and cannot be withdrawn until 120 days after the scheduled Proposal due date, or until the award of a contract to an OFFEROR, whichever comes first.

2.5 Withdrawal of Proposals

Proposals may be withdrawn by written or telegraphic notice received by the Purchasing Agent any time prior to the Proposal due time and date.

2.6 Incurring Costs

The COUNTY will not be liable for any costs incurred by OFFERORS in preparing, submitting or presenting Proposals, or in satisfying any other requirements. The COUNTY will not reimburse any costs incurred by OFFERORS in anticipation of being awarded the contract under this RFP.

2.7 Responsibilities of Prime Contractor

The successful OFFEROR shall be considered as the prime contractor and shall be required to assume total responsibility for the procurement of fiber, trenching/hanging fiber, terminating fiber, and all associated services as offered in their Proposal, whether or not the OFFEROR is the manufacturer or supplier of the material.

The COUNTY shall consider the successful OFFEROR to be the sole point of contact with regard to all contractual matters, including the performance, service, and payment of any and all charges resulting from the fiber optic infrastructure project, and all other services performed. Failure to meet these obligations shall result in the cancellation of the contract.

Prior to final selection, OFFERORS may be required to submit additional information, which the COUNTY may deem necessary to determine the vendor's qualifications to complete the work.

2.8 Pricing, Payments and Retainage

Negotiated prices shall be firm and not subject to increase during the term of any contractual agreement arising between the COUNTY and the successful OFFEROR as a result of this RFP.

Payments will be made in accordance with Article IX, Measurement and Payment, of the Construction Terms and Conditions contained in this RFP.

Milestone payments will not be made until all submittals, required prior to the milestone completion date, have been received and approved by the COUNTY and the CONSULTANT. Payments will only be made by the COUNTY following receipt of an appropriate invoice prepared by the CONTRACTOR. Within 30 days of issuance of Notice to Proceed, the CONTRACTOR shall prepare and submit for approval a detailed Schedule of Values based on the above payment terms.

2.9 New Equipment and Materials

The COUNTY will accept only newly manufactured, unused equipment and materials. Used and/or remanufactured equipment or materials will not be acceptable. The OFFEROR shall clearly indicate in its proposal any such equipment.

2.10 Sales Tax Exemption

The COUNTY is exempt from Virginia state sales and use taxes. The COUNTY shall furnish the successful OFFEROR a Sales and Use Tax Exemption Certificate prior to the issuance of a notice to proceed. The Proposal shall include all other taxes and fees applicable in the base price.

2.11 Antitrust

For good cause and as consideration for executing this contract, the OFFEROR acting herein by and through the person signing this Proposal on behalf of the OFFEROR as duly authorized agent, hereby conveys, sells, assigns, and transfers to the COUNTY all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the COUNTY.

2.12 No Assignment

Assignment by the successful OFFEROR to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited and will not be recognized by the COUNTY unless approved by the COUNTY in writing. Approval will not be unreasonably withheld.

2.13 Transportation and Storage

The CONTRACTOR shall make all arrangements for transportation of equipment and materials in suitable vehicles. Supervision of packing, unpacking and placement of equipment and materials shall be furnished by the successful OFFEROR without additional charge to the COUNTY. The successful OFFEROR shall incur the transportation expenses, and shall include these costs in the base price.

The acquisition and leasing of any required storage space shall be at the expense of the CONTRACTOR.

The CONTRACTOR is expected to maintain the construction site in a neat manner, appropriately disposing of debris caused by his activities.

2.14 Infrastructure Acceptance and Transfer of Title

The COUNTY shall require the CONTRACTOR to conduct a final inspection, which will be monitored and supervised by the COUNTY, and/or its agent, to insure that the fiber network installation and other required work have met the specifications contained herein.

The CONTRACTOR shall assume full financial and operational responsibility until the network is accepted by the COUNTY. Only at that time will the COUNTY assume responsibility for and take possession of the completed construction work. If the CONTRACTOR desires, transfer of title may be effective upon delivery, however under no circumstances shall any warranty begin until final acceptance of the network by the COUNTY.

2.15 Liability Insurance

The successful OFFEROR shall carry public liability insurance in the amounts specified, including the contractual liability assumed by the CONTRACTOR, and shall deliver a Certificate of Insurance to the COUNTY with a 30-day cancellation notice provision from carriers acceptable to the COUNTY and licensed to do business in the Commonwealth of Virginia. The certificate shall be delivered in conjunction with delivery of the executed contract to the COUNTY.

Items marked "X" are required to be provided if award is made to your firm.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits <u>(figures denotes minimum)</u>
<u> X </u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u> X </u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u> X </u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End.	3. \$1,000,000 Combined Single Limit Bodily Injury and Property

	Best's Guide Rating-A-VIII or better, or its equivalent	Damage Each Occurrence
—	4. Prof. Errors and Omissions	4. \$1,000,000 Limit Each Occurrence
	Best's Guide Rating-A-VIII or better, or its equivalent	
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent by Contractor	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Fauquier County and/or Fauquier County School Board named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<u>X</u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five business days from notification of award.	

2.16 Confidentiality

Ownership of all data, materials and documentation originated and prepared for the COUNTY pursuant to the RFP will belong exclusively to the COUNTY and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by the OFFEROR shall not be subject to public disclosure under the Virginia FOIA; however, the OFFEROR must invoke the protections of Section 2.2-3705 of the Code of Virginia, in writing either on or before proposal due date and time.

The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

OFFERORS shall indemnify and hold the COUNTY harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of COUNTY'S reliance upon OFFEROR'S representation that materials supplied by the OFFEROR do not contain trade secrets or proprietary information not subject to public disclosure.

2.17 Rights to Submitted Material

All Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by OFFERORS shall become the property of the COUNTY when received. The COUNTY retains the right to use any or all non-patented system ideas presented in any Proposal in response to the RFP whether amended or not. Selection or rejection of any Proposal does not affect this right.

2.18 Contractor Registration

Firms performing construction work on behalf of the CONTRACTOR shall be duly licensed with the Commonwealth of Virginia State Board of Contractors, as required under Title 54.1, Code of Virginia (1950), as amended. The firms shall be licensed at the time of the submission of the Proposal and must remain licensed through the completion of the work. CONTRACTOR and all firms performing work on behalf of the CONTRACTOR shall have all necessary federal, state and local licenses, and remain licensed through the completion of the work.

2.19 Applicable Law and Courts

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

2.20 Ethics in Public Contracting:

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, are incorporated herein by reference and shall be applicable to all contracts solicited or entered into by the County. By submitting their proposals, OFFERORS certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other OFFEROR, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred any public employee or representative, having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

2.21 Audit

The Contractor agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited. The County and/or its authorized agents shall have full access to and the right to examine any of said materials during said period.

2.22 Termination of Contracts

Contracts will remain in force for full periods specified and/or until all work accomplished before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization by the County and accepted by the Contractor, to permit completion of the work at contract prices and in accordance with contract terms.
- c. Terminated due to unavailability of funds in succeeding fiscal years.

2.23 Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the County, then the County shall be responsible for payment of services up to the termination date but no amount shall be allowed for anticipated profit on unperformed services.

2.24 Termination of Contract for Cause

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract, shall at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

2.25 Termination Due To Unavailability of Funds in Succeeding Fiscal Years:

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and, to the extent funds have been budgeted and appropriated, the Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract.

2.26 Notice to Proceed

Notice to Proceed may be granted by COUNTY on a phased basis. Pending the award of a contract, after review and evaluation by the three entities participating in this solicitation, a schedule will be established with installation priorities stated. Notice to Proceed on the high priority network installation will be issued first, followed in sequence by the balance of the project installation.

3.0 PROCUREMENT PROCESS

It is recognized that there are several OFFERORS who can provide a fiber optic network and installation that would adequately meet the requirements specified herein. The COUNTY'S selection committee will thus exercise both objective and subjective rationale in the selection process. This process is outlined in the following subsections.

The award of a contract pursuant to this RFP will be made to that responsive and responsible OFFEROR whose Proposal is determined to have the best fiber optic network design suited to the COUNTY'S needs, considering price and other factors.

3.1 Request for Proposals (RFP)

This RFP is intended to provide interested OFFERORS with uniform information concerning the conditions for submitting Proposals. In responding to this RFP, OFFERORS shall adhere to the established format. By so doing, comparable objective data will be provided for the COUNTY'S review and analysis.

3.2 Proposal Format and Mandatory Inclusions

Throughout this specification the word Proposal is used to identify and describe the OFFEROR'S submittal in response to this specification. Use of the word Proposal in this context is not intended to imply a particular procurement process. The procurement process has been described in detail in previous sections containing general information and instructions for OFFERORS.

While it is recognized that there are a variety of fiber optic network designs that might be used to fulfill the specifications contained in this document, a fair evaluation of Proposals requires that responses be consistent in format. Accordingly, the OFFEROR shall follow the format described below in their submittal. Mandatory inclusions are specifically identified.

3.2.1 Introduction and Letter of Transmittal

Section 1 of the Proposal shall provide a description of the scope of the project, the general plan for implementation, and the necessary certification that this Proposal is a bona fide Proposal from the company, and that the signer of the Proposal is authorized to make this Proposal on behalf of the company. An Executive Summary may be provided as an attachment to the Letter of Transmittal. OFFERORS shall also include the completed Certification Page, immediately following the Table of Contents, in this section.

3.2.2 Proposal Table of Contents

Section 2 of the Proposal shall contain a Table of Contents for the Proposal.

3.2.3 Exceptions to the RFP

Section 3 of the Proposal shall provide any exceptions taken by the OFFEROR to this RFP. All exceptions shall clearly identify the section of the proposal that exception refers to. OFFERORS shall follow the guideline provided in Section 2.3, Exceptions to the RFP.

3.2.4 Technical Description of Network Design and Installation Activities

Section 4 of the Proposal shall provide a description of the proposed fiber optic network, and related services the OFFEROR intends to provide in support of the installation of such network, and the specifications the OFFEROR will guarantee as part of the Proposal.

Bill of Materials shall be included in Section 4. The OFFEROR shall also describe the site preparation work in support of the construction project. This activity would include activity needed to secure the right-of-way where the fiber optic will be routed, the hanging or trenching needed for cable installation, and other related, applicable activities.

3.2.5 Supporting Technical Information

Section 5 shall contain specification sheets for the proposed fiber and related equipment, and other pertinent information.

3.2.6 Equipment List, Services and Schedule

Section 6 of the Proposal shall contain an itemized, pro-forma listing of all equipment and services that are being proposed, plus a detailed and realizable schedule of the project activities. The schedule milestones shall be keyed to weeks (or days) after execution of the contract and issuance of notice-to-proceed by the COUNTY, based on the priority of installation listed herein.

3.2.7 Implementation Project Management

In Section 7 of the Proposal, the OFFEROR shall describe in detail his approach to project management during the implementation phase.

This project management description is to include the following items as a minimum:

- a. OFFEROR'S approach to ensure that the COUNTY and the Consultant are apprised of the status of the project at all times, and are provided with regular and timely updates to the schedule.
- b. Project management organization description including organization chart and a short description of the responsibilities of individuals listed on the organization chart.

3.2.8 Qualifications

In Section 8 of the Proposal, the OFFEROR shall provide their qualifications to perform this work, and the qualifications of the OFFEROR'S subcontractors.

This shall include the following items as a minimum:

- a. Experience of the OFFEROR in the design and installation of fiber optic networks.
- b. List and qualifications/experience profile of subcontractors.
- c. A minimum of three (3) references for projects completed that are of comparable size and scope to this proposal. Include names, addresses, e-mail addresses, contact persons and phone numbers, and an overview of the project including the project time from Notice to Proceed to completion.

3.2.9 Additional Information

Section 9 of the Proposal shall contain any additional information the OFFEROR may wish to include as part of the Proposal. OFFERORS may provide a description of the competitive advantages of their particular design, in this section of the Proposal.

3.2.10 Pricing

Section 10 of the Proposal shall contain the OFFEROR'S prices for the fiber optic network and installation, per the Price Proposal requirements (see RFP Section 8).

Failure to provide pricing in the format requested in Section 8 may be cause for rejection of the Proposal. If additional information is required, the OFFEROR shall submit the information on additional sheets.

3.3 Waivers

The COUNTY reserves the right to waive minor errors or minor irregularities in any Proposal if it appears to the COUNTY that the errors were made inadvertently. Any such errors or irregularities shall be corrected in the Proposal in which they occur prior to the execution of any contract award.

3.4 Factors of Evaluation

Proposals will be evaluated by an Evaluation Committee composed of cognizant County, TOW and FCPS employees, which will include the Buyer and the Consultant as advisors, based on the criteria described in this section. In all cases, Proposals will be evaluated against the specification.

- a. Expertise, qualifications, and experience of the OFFEROR in projects of this scope and size, relevant to the COUNTY'S requirements.
- b. Fiber optic network design in response to the requirements contained herein, including compliance statements.
- c. Proposed timeline in response to the Schedule of Events.
- d. OFFEROR's references.
- e. Personnel proposed to work specifically on this project (project manager and project supervisor).
- f. Price as provided in Section 8 of proposal.

3.5 Award Process - General

All Proposals will be opened on May 10, 2004 at 2:00 p.m., and will then be disbursed to the Evaluation Committee.

The Evaluation Committee, including a Consultant's representative, will examine each Proposal for adequacy, accuracy, and compliance to the specifications. Each member of the committee will generate a list of questions and request for clarifications, if needed, for each OFFEROR.

Each OFFEROR will have 2 working days from receipt of the questions and requests for clarifications in which to respond in writing. OFFEROR will have telephone access to the Consultant to discuss the technical questions and may, at their option and expense, meet with the Consultants at their office. The written response to the questions and clarifications will be considered a part of the Proposal.

The COUNTY will enter into negotiations with two or more OFFERORS deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. After negotiations have been conducted with each OFFEROR so selected, the County shall select the OFFEROR, which, in its opinion, has made the best proposal, and shall award the contract to that OFFEROR. The COUNTY reserves the right to award portions of the fiber optic network if fiscal funding from the three entities involved in this solicitation does not allow for funding of the entire network as specified herein.

The COUNTY may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, §11-65D). Should the COUNTY determine in writing and in its sole discretion that only one OFFEROR is fully qualified, or that one OFFEROR is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the OFFEROR.

3.6 Contractor's Representation

A single person shall be designated by the CONTRACTOR as Project Manager, who will be the primary source of contact between the COUNTY and the CONTRACTOR. The Project Manager shall bear full responsibility for supervising and coordinating the installation of the fiber optic network as awarded. All inquiries about the project may be directed to the Project Manager.

Within five (5) working days after execution of the contract, the CONTRACTOR shall advise the COUNTY of the name, address and office and home telephone numbers of the CONTRACTOR'S designated Project Manager.

Any changes in the CONTRACTOR'S designated Project Manager shall be made only with prior written approval by the COUNTY.

4.0 SCOPE OF WORK

The scope of this effort is to provide all materials, engineering, equipment, installation, supervision, and training services for the proper installation of fiber optic cabling infrastructure to provide network connectivity between the customer sites, all according to the specifications set forth herein. It is limited to the COUNTY, FCPS and TOW participants and the respective locations of these participants as identified in Section 4.1 and Appendix A. It includes providing specification of fiber optic cable types, coordination of appropriate permits and utility pole access, installation of aerial and underground segments, termination at specified locations, a priced Bill of Materials (BOM) and labor, training and satisfactory test results and system documentation.

The fiber optic network design is based on a physical hierarchical star topology and is described in Section 4.2 and Section 4.3. This design involves linking all of the buildings requiring fiber optic connectivity to a centralized location containing the Main Cross-connect (MC). The fiber from the MC is run to each building and terminated in the Intermediate Cross-connect (IC) of that building.

Appendix B includes proposed physical paths of the fiber optic cable runs. These proposed fiber runs are provided to assist the CONTRACTOR. The CONTRACTOR should recommend alternative fiber runs and/or layouts if it is beneficial to the customer (i.e. less cable required, lack of capacity in existing conduit, ease of installation, etc.). If an alternative fiber run or layout is proposed, the CONTRACTOR should identify their rationale.

The CONTRACTOR will be responsible for identifying final specifications for the appropriate fiber optic cable, termination points and equipment, installation and testing. This includes hanging and/or direct bury of fiber optic cable segments. The CONTRACTOR shall be responsible for coordination of all permits and installation approvals necessary for aerial or underground installation.

The fiber counts required at each location are addressed in Section 4.4. A preliminary BOM of fiber optic cables and materials are included in Appendix C to assist the CONTRACTOR. Fiber optic cables and materials provided by the CONTRACTOR should meet or exceed the specifications of that identified in the preliminary BOM. In addition, fiber optic cables selected shall be in accordance with the standards documented in the Section 4.9. All fiber optic cables shall be terminated with SC connectors in the appropriate fiber patch panel in the demarcation point by the CONTRACTOR. The COUNTY will be responsible for the premise wiring from the demarcation point.

At the completion of the fiber optic installation, the CONTRACTOR shall perform testing and provide training and documentation as defined in the appropriate sections.

The CONTRACTOR shall include, with their proposal response, all costs associated with the installation of the proposed fiber optic network, including but not limited to the fiber, trenching and installation of same, termination of fiber at the demarc points identified for each location, and all associated labor as identified in Appendix D. This scope does not include the implementation and configuration of networking equipment (i.e. routers, switches, network interface cards, etc.) and

peripherals required to interconnect the locations, which will be the responsibility of the COUNTY.

4.1 Participants and Locations

The FCG, FCPS and TOW have taken a consolidated approach for designing and implementing a fiber optic network infrastructure. The participants have identified the following locations that desire fiber optic connectivity. The tables below identify these selected locations by participant. The tables below identify these selected locations by participant, and include the site name, address and Parcel ID Number (PIN) for a Geographic Information System (GIS) map.

Table 4.1.1 Fauquier County Government Locations

Site Name	Address	PIN
FCG Data Center	320 Hospital Drive	6974-94-8523
Fire and Rescue	330 Hospital Drive	6984-04-1158
Fire Department	167 W. Shirley Ave.	6984-13-5154
Sheriff Department	78 W. Lee Street	6984-23-9484
Jail	50 W. Lee Street	6984-33-2381
County Court House	40 Culpeper Street	6984-33-7459
Library	11 Winchester Street	6984-44-0029

Table 4.1.2 Fauquier County Public School Locations

Site Name	Address	PIN
FCG Data Center	320 Hospital Drive	6974-94-8523
Warrenton Middle School	244 Waterloo Street	6984-14-5086
Fauquier High School	705 Waterloo Street	6974-85-3887
Central	430 E. Shirley Avenue	6983-58-5700
Brumfield Elementary	550 Arrington Blvd.	6983-48-7988
Bradley Elementary	674 Bradley School Access Road	6985-21-8580
Taylor Middle School	350 E Shirley Avenue	6983-48-7988

Table 4.1.3 Town of Warrenton Locations

Site Name	Address	PIN
Police Department	333 Carriage House Lane	6984-14-5086
Town Hall	18 Court Street	6984-33-8623
Waste Water Treatment Plant	731 Frost Avenue	6974-84-0739

A map depicting these locations is included in Appendix A.

4.2 Fiber Topology and Design

The fiber layout design is a physical two-level hierarchical star topology for the FCG, FCPS and TOW fiber optic network infrastructure. This design involves linking all of the buildings requiring fiber optic connectivity to a centralized location containing the Main Cross-connect (MC). The fiber from the MC is run to each building and terminated in the Intermediate Cross-connect (IC) of that building. With the two-level hierarchical star, the fiber backbone does not link all of the buildings back to the MC. Instead, it uses selected ICs to serve a few of the buildings.

In this two-level hierarchical star topology, the Sheriff Department building will contain the MC. In this design, the Sheriff Department building's MC will have physical fiber links to each IC in the FCG, FCPS and TOW buildings identified in Section 4.1, except for the following six (6) locations:

1. Rescue Squad (FCG)
2. Fauquier High School (FCPS)
3. Bradley Elementary School (FCPS)
4. Brumfield Elementary (FCPS)
5. Central (FCPS)
6. Waste Water Treatment Plant (TOW)

These six (6) locations will be the second-level of the hierarchical star due to the geographical area (i.e. groupings, locations, etc.) and distance from the Sheriff Department MC. Instead, these locations will be served by the closest IC and will have physical fiber links from that closest IC. Figure 4.2-1 depicts this two-level hierarchical star fiber optic network design for FCG, FCPS and TOW.

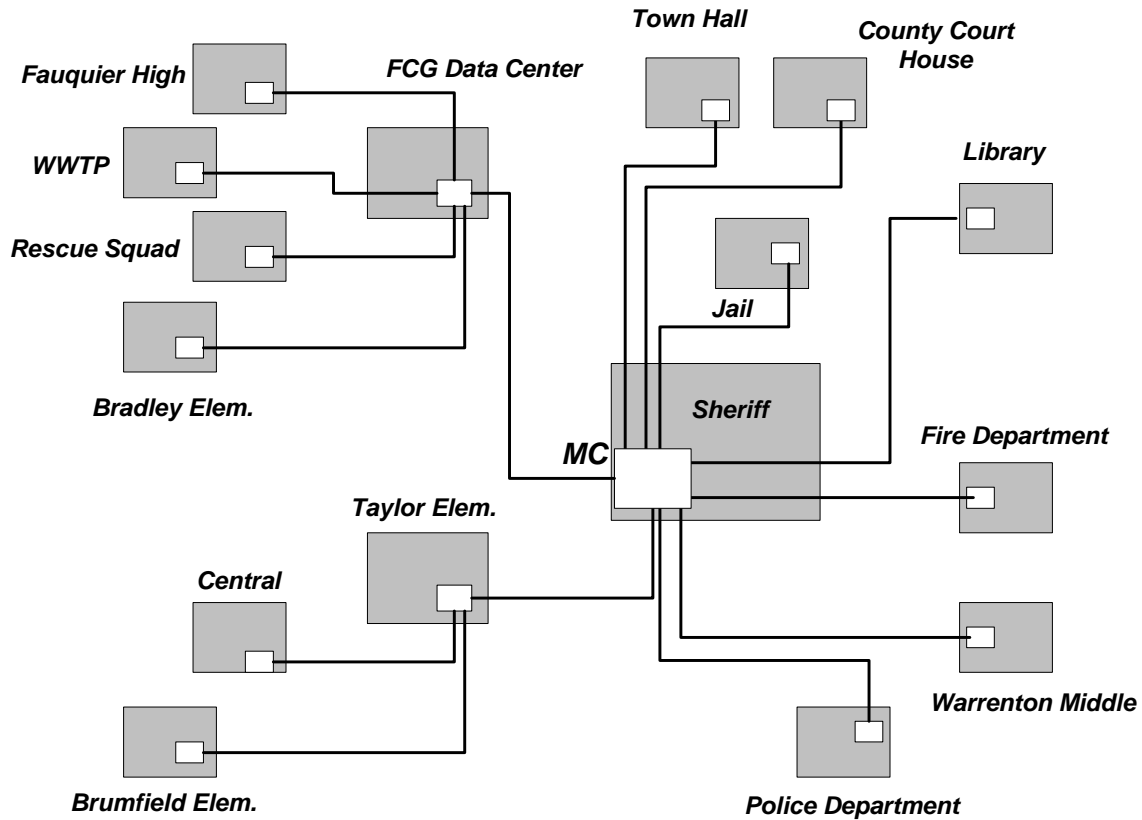


Figure 4.2-1 - Two-level Hierarchical Star for FCG, FCPS and TOW

Table 4.2-1 includes the approximate fiber layout distances for the first level of the hierarchical star design.

First Level Hierarchical Layout	Distance (Feet)
Sheriff Department MC to FCG/FCPS Data Center IC	5,371
Sheriff Department MC to Fire Department IC	3,002
Sheriff Department MC to Jail IC	603
Sheriff Department MC to County Court House IC	839
Sheriff Department MC to Library	1,447
Sheriff Department MC to Warrenton Middle IC	3,031
Sheriff Department MC to Taylor Middle IC	6,097
Sheriff Department MC to Police Department IC	3,603
Sheriff Department MC to Town Hall IC	1,001

Table 4.2-1 First Level Hierarchical Layout

Table 4.2-2 includes the approximate fiber layout distances for the second level of the hierarchical star design.

Second Level Hierarchical Layout	Distance (Feet)
FCG/FCPS Data Center IC to Rescue Squad IC	781
FCG/FCPS Data Center IC to Fauquier High IC	2,871
FCG/FCPS Data Center IC to Bradley Elementary IC	8,142
FCPS Taylor Middle IC to Central IC	2,359
FCPS Taylor Middle IC to Brumfield Elementary IC	1,389
FCG/FCPS Data Center IC to WWTP IC	2,991

Table 4.2-2 Second Level Hierarchical Layout

4.3 Fiber Distribution Pathways

The fiber distribution pathways for FCG, FCPS and TOW are based on several factors. The factors considered include the following:

- Franchise agreements for use of telephone and power poles
- Existing telecommunication (i.e. Verizon, MCI) conduit
- Future plans by entities (i.e. Federal Government Training Center) to abandon existing conduit
- Future plans by entities (i.e. Federal Government Training Center) to install new conduit

Currently, the TOW has a franchise agreement with Verizon and Virginia Power to utilize telephone poles and power poles for aerial fiber installation. Aerial fiber installation is not preferred over existing conduit, however in some locations it will be necessary.

Verizon conduit exists in Fauquier County and the Town of Warrenton near the selected locations. Specifically, conduit exists along Keith Street, Pelham Street and Waterloo Street. It could not be confirmed if Verizon conduit exists along Shirley Avenue. In addition, Verizon Virginia's current policy is to only enter onto conduit license agreements with Certified Telecommunication Providers as directed by the FCC in the Telecommunications Act of 1996.

The Federal Government Training Center currently utilizes a 1.5" conduit along Shirley Avenue that runs approximately from Old Waterloo Road to Keith Street. The Federal Government Training Center has met with the Town of Warrenton Public Works regarding a new project in which they will abandon this 1.5" conduit. It is recommended that this existing conduit be utilized for the FCG, FCPS and TOW fiber network infrastructure.

In addition, any future plans in Fauquier County and the Town of Warrenton that include new trenching for conduit (or aerial access) should also consider the installation of conduit for the FCG, FCPS and TOW fiber optic network infrastructure.

A proposed fiber distribution plan, indicating aerial and conduit usage, as well as distances, is described in Appendix B. These are proposed fiber layouts and it is recommended that potential vendors for implementation recommend alternative fiber layouts if it is beneficial to FCG, FCPS and TOW (i.e. less cable required, lack of capacity in existing conduit, ease of installation, etc.).

4.4 Fiber Count Requirements

A summary of the fiber optic count requirements for each location based on the two-level hierarchical design layout is included in Table 4.3-1. The fiber selection for the fiber network infrastructure shall be single-mode fiber and shall meet or exceed the standards and specifications identified on the preliminary Bill of Materials (BOM) in Appendix C.

Locations	Single Mode Fiber Count
Sheriff Department MC to FCG/FCPS Data Center IC	96
Sheriff Department MC to Fire Department	12
Sheriff Department MC to Jail	6
Sheriff Department MC to County Court House	24
Sheriff Department MC to Library	6
Sheriff Department MC to Warrenton Middle	12
Sheriff Department MC to Taylor Middle IC	36
Sheriff Department MC to Police Department	12
Sheriff Department MC to Town Hall	12
FCG/FCPS Data Center IC to Rescue Squad	12
FCG/FCPS Data Center IC to Fauquier High	12
FCG/FCPS Data Center IC to Bradley Elementary	12
FCPS Taylor Middle IC to Central	12
FCPS Taylor Middle IC to Brumfield Elementary	12
FCG/FCPS Data Center IC to Waste Water Treatment	6

Table 4.3-1 – Fiber Optic Count Requirements

4.5 Fiber Materials

Appendix C includes a preliminary Bill of Materials (BOM) for the fiber optic network infrastructure network for the FCG, FCPS and TOW. For each location, part numbers and quantities for the following items are included:

- Field Installable Connectors
- Fiber Panels
- Rack Mount Connector Housings
- Rack Mount Cable Management
- Equipment Racks
- Wall Mount Connector Housings
- Buffer Tube Fan-Out Kits

- Cable Assemblies
- Fiber Optic Cable
- Fiber Tool Kits

This BOM is provided as an example; however materials proposed for the fiber optic infrastructure should meet or exceed the standards and specifications of the items in the BOM.

4.6 Testing

The CONTRACTOR shall perform the following testing of the fiber optic network infrastructure.

- All backbone cabling, which is terminated by the contractor, shall be tested to applicable EIA/TIA Standards.
- The insertion loss for each mated fiber optic connector pair shall be ≤ 0.75 dB. Reflectance for single-mode single fiber UPC cable assemblies shall be ≤ -55 dB. Mated connector pair loss testing shall be based on one unidirectional OTDR inspection in accordance with the OTDR operating manual for systems greater than 300 meters.
- In addition to connector insertion loss for each mated pair, the contractor shall perform end-to-end insertion loss testing for each single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 90 meters, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
- Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with OTDR operating manual for systems greater than 300 meters.

4.7 Documentation

During the installation process, the CONTRACTOR shall:

- Submit weekly progress reports pertaining to all aspects of the installation program.
- Meet with the COUNTY'S personnel on a weekly basis to discuss the progress of the installation.

Before system acceptance, the CONTRACTOR shall provide final documentation to the COUNTY that consists of the following:

- End-to-End Insertion Loss Data
- Individual Splice Loss Data
- "As Installed" Diagram of the entire distribution system, including building, distribution frames, cable routes, interconnect locations, main distribution frame location, and all other information pertinent to the installation.
- OTDR Traces
- Connector Insertion Loss Data

The CONTRACTOR shall provide the COUNTY with one hard copy and one electronic copy of final test results.

4.8 Training

The successful CONTRACTOR shall provide training for up to three employees on how to make patch connections, configure and test any equipment. The intent is to provide a sufficient level of training to the COUNTY'S installation engineers to allow for installation and maintenance to be carried out to the manufacturer's specifications. The CONTRACTOR shall clearly describe user training provided, including materials and procedures employed. The CONTRACTOR shall also provide all reference manuals, booklets, and other materials required for training.

4.9 General System Standards and Guidelines

The CONTRACTOR shall ensure the following standards and guidelines are satisfied in the implementation of the fiber optic network infrastructure.

- The Structured Cabling System shall be in accordance with ANSI/TIA/EIA-568-B and BICSI guidelines.
- Campus backbone cabling is the cable and connecting hardware that connects the main cross-connect in one building to the intermediate cross-connects located in other buildings within the premises.
- Because backbone cabling will be exposed to outdoor conditions, cable shall be of a design for maximum protection against environmental stresses and connecting hardware shall be suitable for outdoor use.
- Outdoor cable used in the campus backbone shall be fully compliant with ANSI/ICEA S-87-640.
- Indoor/Outdoor cable used in the campus backbone shall be fully compliant with ANSI/ICEA S-104-696.

4.10 Schedule

The CONTRACTOR shall submit with its response a detailed implementation schedule outlining major milestones and associated time frames and methods of project control. All appropriate details should be specified in the implementation schedule. The dates for commencement and completion of the specified work are essential conditions of the contract.

The CONTRACTOR shall assign a Project Manager who will assume overall responsibility for the project and schedule.

Appendix A – Mapped Layout of Fiber Infrastructure



Appendix B - Proposed Physical Paths and Layouts

This section identifies the proposed physical paths and approximate distances of the fiber optic network infrastructure, to include the Sheriff Department MC and respective ICs. Where possible, the physical path identifies whether the path is via direct buried/existing conduit or aerial. Pole numbers are also identified if the proposed physical path is aerial. This information should be cross referenced with the physical layout depicted on the map in Appendix A. These are proposed fiber layouts and potential vendors for implementation should recommend alternative fiber layouts if it is beneficial to FCG, FCPS and TOW (i.e. less cable required, lack of capacity in existing conduit, ease of installation, etc.).

Sheriff Department MC to TOW Police Department IC (approximately 3,603 feet)

- Sheriff Department MC to Keith Street; Along Keith Street via direct buried/existing conduit to Shirley Avenue; Shirley Avenue via direct buried/existing conduit/aerial to Carriage House Way to Verizon telco box 4CHL; Verizon telco box 4CHL via direct buried/existing conduit to TOW Police Department IC

Sheriff Department MC to Fire Department IC (approximately 3,002 feet)

- Sheriff Department demarc to Keith Street; Along Keith Street via direct buried/existing conduit to Shirley Avenue; Shirley Avenue via direct buried/existing conduit/aerial to Carriage House Way; Carriage House Way existing conduit to Fire Department IC

Sheriff Department MC to Warrenton Middle IC (approximately 3,031 feet)

- Sheriff Department demarc to Pole UD06; Pole UD06 aerial along Pelham Street across Waterloo Street to Pole UE66; Pole UE66 aerial along Waterloo Street to Pole EF19/22P across from Warrenton Middle; Pole EF19/22P aerial to Warrenton Middle IC located in Library

Sheriff Department MC to Jail (approximately 603 feet)

- Sheriff Department demarc to Pole UD06; Pole UD06 aerial along Lee Street to Pole UD65; Pole UD65 aerial to Jail IC

Sheriff Department MC to Court House (approximately 839 feet)

- Sheriff Department demarc to Pole UD06; Pole UD06 aerial along Lee Street to unnumbered pole at corner of Ashby Street; Unnumbered pole via direct buried/existing conduit to Court House IC in demarc in basement

Sheriff Department MC to Town Hall (**approximately 1,001 feet**)

- Sheriff Department demarc to Pole UD06; Pole UD06 aerial along Lee Street to unnumbered pole at corner of Ashby Street; Unnumbered pole via direct buried/existing conduit along Ashby Street to Verizon Telco box #3; Verizon Telco box# 3 via direct buried/existing conduit along Hotel Street to Town Hall IC located at rear of Town Hall

Sheriff Department MC to Library (**approximately 1,447 feet**)

- Sheriff Department demarc to Pole UD06; Pole UD06 aerial along Lee Street to unnumbered pole at corner of Ashby Street; Unnumbered pole via direct buried/existing conduit along Ashby Street to Verizon Telco box #3; Verizon Telco box# 3 via direct buried/existing conduit along Ashby Street to Main Street; Cross-over Main Street along Alexandria Pike to Pole VE94; Pole VE94 aerial to Library IC located in demarc

Sheriff Department MC to FCG/FCPS Data Center IC (**approximately 5,371 feet**)

- Sheriff Department demarc to Keith Street; Along Keith Street via direct buried/existing conduit to Shirley Avenue; Shirley Avenue via direct buried/existing conduit/aerial to Hospital Drive; Hospital Drive via direct buried/existing conduit to FCG Data Center IC

FCG Data Center IC to Fauquier High IC (**approximately 2,871 feet**)

- FCG Data Center IC via aerial to pole NF-26 located on property behind FCG building; Pole NF-26 aerial across Rt. 211 to Pole B1610/NG-28 on Old Waterloo Road; Aerial along Old Waterloo Road to Pole JH27/44 near second Fauquier High entrance; Aerial from Pole JH27/44 to Pole JI32 near portable school trailer; Aerial from Pole JI32 to Fauquier High IC located at school demarc/LAN closet

FCG Data Center IC to TOW Waste Water Treatment Plant IC (**approximately 2,991 feet**)

- FCG Data Center IC via aerial to pole NF-26 located on property behind FCG building; Pole NF-26 aerial across Rt. 211 to Pole B1610/NG-28 on Old Waterloo Road; Aerial along Old Waterloo Road to Pole JH27/44 near second Fauquier High entrance; Aerial across Old Waterloo Road to new un-numbered pole behind Waste Water Treatment Plant; Aerial from new un-numbered pole to Waste Water Treatment Plant IC located in demarc

FCG Data Center IC to Rescue Squad IC (**approximately 781 feet**)

- FCG Data Center IC via direct buried/existing conduit to Rescue Squad IC located in demarc

FCG Data Center IC to Bradley IC (approximately 8,142 feet)

- FCG Data Center IC via aerial to pole NF-26 located on property behind FCG building; Pole NF-26 aerial across Rt. 211; Along Broadview Avenue via direct buried/existing conduit to Winchester Street; Aerial along Broadview Avenue to Branch Drive; Branch Drive aerial to Oak Springs Drive; Oak Springs drive via direct buried/existing conduit to Hastings Lane; Along Hastings Lane via direct buried/existing conduit to Bradley Access Road; Along Bradley Access Road via direct buried/existing conduit to Bradley IC located in the demarc.

Sheriff Department MC to Taylor Middle IC (approximately 6,097 feet)

- Sheriff Department demarc to Keith Street; Along Keith Street via direct buried/existing conduit to Shirley Avenue; Shirley Avenue via direct buried/existing conduit/aerial to VEPCO Pole 58/AK39; Pole 58/AK39 aerial to Taylor Middle IC

Taylor Middle IC to Brumfield IC (approximately 1,389 feet)

- Taylor Middle IC aerial to Pole WK53 to Pole SP5K to Telco box P58R1-8; Telco box P58R1-8 direct buried/existing conduit to Brumfield IC

Taylor Middle IC to Central IC (approximately 2,359 feet)

- Taylor Middle IC aerial to Pole WK53 to Pole SP5K to Central IC

Appendix C – Preliminary Bill of Materials

This section includes a preliminary Bill of Materials (BOM) for the fiber optic network infrastructure network for the FCG, FCPS and TOW. The preliminary BOM is based on products from Corning Cable Systems. This preliminary BOM is provided to assist the CONTRACTOR. This BOM is provided as an example; however materials proposed for the fiber optic infrastructure should meet or exceed the standards and specifications of the items in the BOM.

Preliminary Bill of Materials, Fauquier County Government

Hardware / Location	Part Number	Sheriff	Jail	County Court House	Library	Fire Department	FCG Data Center	Rescue Squad	TOTAL QTY
Field Installable Connectors									
SC/UPC Single-mode, UniCam®	95-200-42	204	6	24	12	12	144	12	414
CCH Panels									
CCH Connector Panel with 3 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP06-59		1	4	2	2		2	11
CCH Connector Panel with 6 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP12-59	17					12		29
Rack Mount Connector Housings									
Closet Connector Housing, 6 Panel Capacity, 3 Units High	CCH-03U	1							1
Closet Connector Housing, 12 Panel Capacity, 4 Units High	CCH-04U	1					1		2
Rack Mount Cable Management									
Closet Jumper Management Panel, one rack unit high.	CJP-01U								0
Closet Jumper Management Panel, two rack units high.	CJP-02U	2					1		3
Equipment Racks									
Closet Distribution Frame, 19" Aluminum Equipment Rack, 7 ft Tall	CDF-ER-7A-19	1					1		2
Inter-Bay Slack Storage, 7 ft Tall, Front/Rear/Hub Cabling Management	CDF-IBS-7	2					1		3
CDF IBS Cover, 7 ft Tall	CDF-IBS-CVR	2					1		3
Wall Mount Connector Housings									
Wall Mount Connector Housing, 2 Panel Capacity	WCH-02P		1		1	1		1	4
Wall Mount Connector Housing, 4 Panel Capacity	WCH-04P			1					1
Buffer Tube Fan-Out Kits									
Buffer Tube Fan-Out Kit, 6 Fibers, 25 inches	FAN-BT25-06		1						1
Buffer Tube Fan-Out Kit, 12 Fibers, 25 inches	FAN-BT25-12	17		2	1	1	12	1	34
Cable Assemblies									
SC duplex 2-fiber zipcord single-mode jumper, riser rated, 2-meter length	727202R5131002M	102	3	12	6	6	72	6	207
Cable									
ALTOS® LST™ Dielectric Cable, 6-Fiber, Single-mode, length in feet	006RS4-T4101A20		603						603
ALTOS® LST™ Dielectric Cable, 12-Fiber, Single-mode, length in feet	012RS4-T4101A20				1447	3002		781	5230
ALTOS® LST™ Dielectric Cable, 24-Fiber, Single-mode, length in feet	024RS4-T4101A20			839					839
ALTOS® Dielectric Cable, 36-Fiber, Single-mode, length in feet	036RW4-T4101A20								0

Preliminary Bill of Materials for Fauquier County Public Schools

Hardware / Location	Part Number	Warrenton Middle	Taylor Middle	Central	Brumfield Elem.	Fauquier High	Bradley Elem.	FCG/FCPS Data Center	TOTAL QTY
Field Installable Connectors									
SC/UPC Single-mode, UniCam®	95-200-42	12	36	12	12	12	12	144	240
CCH Panels									
CCH Connector Panel with 3 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP06-59	2	6	2	2	2	2		16
CCH Connector Panel with 6 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP12-59							12	12
Rack Mount Connector Housings									
Closet Connector Housing, 6 Panel Capacity, 3 Units High	CCH-03U		1						1
Closet Connector Housing, 12 Panel Capacity, 4 Units High	CCH-04U							1	1
Rack Mount Cable Management									
Closet Jumper Management Panel, one rack unit high.	CJP-01U		1						1
Closet Jumper Management Panel, two rack units high.	CJP-02U							1	1
Equipment Racks									
Closet Distribution Frame, 19" Aluminum Equipment Rack, 7 ft Tall	CDF-ER-7A-19		1					1	2
Inter-Bay Slack Storage, 7 ft Tall, Front/Rear/Hub Cabling Management	CDF-IBS-7		1					1	2
CDF IBS Cover, 7 ft Tall	CDF-IBS-CVR		1					1	2
Wall Mount Connector Housings									
Wall Mount Connector Housing, 2 Panel Capacity	WCH-02P	1		1	1	1	1		5
Wall Mount Connector Housing, 4 Panel Capacity	WCH-04P								0
Buffer Tube Fan-Out Kits									
Buffer Tube Fan-Out Kit, 6 Fibers, 25 inches	FAN-BT25-06								0
Buffer Tube Fan-Out Kit, 12 Fibers, 25 inches	FAN-BT25-12	1	3	1	1	1	1	12	20
Cable Assemblies									
SC duplex 2-fiber zipcord single-mode jumper, riser rated, 2-meter length	727202R5131002M	6	18	6	6	6	6	72	120
Cable									
ALTOS® LST™ Dielectric Cable, 6-Fiber, Single-mode, length in feet	006RS4-T4101A20								0
ALTOS® LST™ Dielectric Cable, 12-Fiber, Single-mode, length in feet	012RS4-T4101A20	3031		2359	1389	2871	8142		17792
ALTOS® LST™ Dielectric Cable, 24-Fiber, Single-mode, length in feet	024RS4-T4101A20								0
ALTOS® Dielectric Cable, 36-Fiber, Single-mode, length in feet	036RW4-T4101A20		6097						6097

Preliminary Bill of Materials for Town of Warrenton (page 1 of 2)

Hardware / Location	Part Number	Town Hall	Police Department	WWTP	TOTAL QTY
Field Installable Connectors					
SC/UPC Single-mode, UniCam®	95-200-42	12	12	6	30
CCH Panels					
CCH Connector Panel with 3 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP06-59	2	2	1	5
CCH Connector Panel with 6 SC, SM Duplex Adapters, Ceramic Insert, Composite Housing	CCH-CP12-59				0
Rack Mount Connector Housings					
Closet Connector Housing, 6 Panel Capacity, 3 Units High	CCH-03U				0
Closet Connector Housing, 12 Panel Capacity, 4 Units High	CCH-04U				0
Rack Mount Cable Management					
Closet Jumper Management Panel, one rack unit high.	CJP-01U				0
Closet Jumper Management Panel, two rack units high.	CJP-02U				0
Equipment Racks					
Closet Distribution Frame, 19" Aluminum Equipment Rack, 7 ft Tall	CDF-ER-7A-19				0
Inter-Bay Slack Storage, 7 ft Tall, Front/Rear/Hub Cabling Management	CDF-IBS-7				0
CDF IBS Cover, 7 ft Tall	CDF-IBS-CVR				0
Wall Mount Connector Housings					
Wall Mount Connector Housing, 2 Panel Capacity	WCH-02P	1	1	1	3
Wall Mount Connector Housing, 4 Panel Capacity	WCH-04P				0
Buffer Tube Fan-Out Kits					
Buffer Tube Fan-Out Kit, 6 Fibers, 25 inches	FAN-BT25-06			1	1
Buffer Tube Fan-Out Kit, 12 Fibers, 25 inches	FAN-BT25-12	1	1		2
Cable Assemblies					
SC duplex 2-fiber zipcord single-mode jumper, riser rated, 2-meter length	727202R5131002M	6	6	3	15

Preliminary Bill of Materials for Town of Warrenton (page 2 of 2)

Hardware / Location	Part Number	Town Hall	Police Dpartment	WWTP	TOTAL QTY
Cable					
ALTOS® LST™ Dielectric Cable, 6-Fiber, Single-mode, length in feet	006RS4-T4101A20			2991	2991
ALTOS® LST™ Dielectric Cable, 12-Fiber, Single-mode, length in feet	012RS4-T4101A20	1001	3603		4604
ALTOS® LST™ Dielectric Cable, 24-Fiber, Single-mode, length in feet	024RS4-T4101A20				0
ALTOS® Dielectric Cable, 36-Fiber, Single-mode, length in feet	036RW4-T4101A20				0
ALTOS® Dielectric Cable, 96-Fiber, Single-mode, length in feet	096RW4-T4101A20				0
Tool Kits					
Premium UniCam® Connector Tool Kit with continuity test system, high performance FBC-012 cleaver, and connector cleaning cassette	TKT-UNICAM-ELITE				0
Single-mode intelligent test kit, includes 1310/1550 nm source and power meter accessories and cleaning supplies packaged in a 3HH transit case	OTS-300SD-KIT-52				0

Appendix D – Pricing Forms

The OFFEROR shall enter firm, fixed prices for each item on the pricing form provided in this section. In all cases, the numbers on the hard copy sheets submitted with the Proposal shall be considered as firm and correct. If the OFFEROR wishes to provide additional price information, additional sheets may be attached. In cases of an addition error in the line item or grand total on the submitted pricing forms, the unit prices shall prevail.

The pricing forms are broken into segments of the proposed fiber optic network. As indicated in Section 3.5, Award, the OWNER reserves the right to negotiate and award portions of this project, on behalf of the three entities involved, if the entire project does not fit within the entities budget restrictions. The segmented pricing forms will assist the OWNER and OFFEROR in this endeavor.

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 1 of 16

Summary Page

Segment	Labor Costs	Material Costs	Other Costs	Total Cost
Sheriff Department to TOW Police Department	\$	\$	\$	\$
Sheriff Department to FCG Data Center	\$	\$	\$	\$
Sheriff Department to Fire Department	\$	\$	\$	\$
Sheriff Department to Jail	\$	\$	\$	\$
Sheriff Department to Court House	\$	\$	\$	\$
Sheriff Department to Town Hall	\$	\$	\$	\$
Sheriff Department to Library	\$	\$	\$	\$
FCG Data Center to Rescue Squad	\$	\$	\$	\$
Sheriff Department to Warrenton Middle	\$	\$	\$	\$
FCG Data Center to Fauquier High	\$	\$	\$	\$
FCG Data Center to Bradley Elementary	\$	\$	\$	\$
FCG Data Center to Waste Water Treatment Plant	\$	\$	\$	\$
Sheriff Department to Taylor Middle	\$	\$	\$	\$
Taylor Middle to Brumfield	\$	\$	\$	\$
Taylor Middle to Central	\$	\$	\$	\$
Totals	\$	\$	\$	\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 2 of 16

Segment	Description	Cost
Sheriff Department to TOW Police Department		
Labor		
	1. Trenching and installation of conduit from Sheriff Department MC in demarc, under Keith Street, along Keith Street to Shirley Avenue, under Shirley Avenue (already bored) and tie into existing 1.5" conduit at Shirley Avenue.	\$
	2. Trenching and installation of conduit that ties into existing 4" conduit at TOW Police Department, along Carriage House Way and tie into existing 1.5" conduit at Shirley Avenue.	\$
	3. Installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	4. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 3 of 16

Segment	Description	Cost
Sheriff Department to FCG Data Center		
Labor		
	1. Trenching and installation of conduit that ties into existing 4" conduit at FCG Data Center and existing 1.5" conduit at Shirley Avenue.	\$
	2. Installation of fiber from Sheriff Department MC in conduit along Keith Avenue to Shirley Avenue; along Shirley Avenue to existing conduit at FCG Data Center to FCG Data Center IC. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 4 of 16

Segment	Description	Cost
Sheriff Department to Fire Department		
Labor		
	1. Installation of fiber from Sheriff Department MC in conduit along Keith Avenue to Shirley Avenue; along Shirley Avenue to existing conduit at Fire Department IC. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 5 of 16

Segment	Description	Cost
Sheriff Department to Jail		
Labor		
	1. Installation of fiber from Sheriff Department MC to Jail IC via existing conduit/aerial. If feasible, reutilize existing aerial fiber looped on pole at corner of Ashby Street and Lee Street. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 6 of 16

Segment	Description	Cost
Sheriff Department to Court House		
Labor		
	1. Installation of fiber from Sheriff Department MC to Court House IC via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 7 of 16

Segment	Description	Cost
Sheriff Department to Town Hall		
Labor		
	1. Installation of fiber from Sheriff Department MC to Town Hall IC via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 8 of 16

Segment	Description	Cost
Sheriff Department to Library		
Labor		
	1. Installation of fiber from Sheriff Department MC to Library IC via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 9 of 16

Segment	Description	Cost
FCG Data Center to Rescue Squad		
Labor		
	1. Trenching and installation of conduit from FCG Data Center IC to Rescue Squad IC demarc.	\$
	2. Installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 10 of 16

Segment	Description	Cost
Sheriff Department to Warrenton Middle School		
Labor		
	1. Installation of fiber from Sheriff Department MC to Warrenton Middle IC in Library via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 11 of 16

Segment	Description	Cost
FCG Data Center to Fauquier High School		
Labor		
	1. Installation of fiber from FCG Data Center IC to Fauquier High IC (located in demarc near front office) via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 12 of 16

Segment	Description	Cost
FCG Data Center to Bradley Elementary School		
Labor		
	1. Installation of fiber from FCG Data Center IC to Bradley IC (located in building demarc) via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 13 of 16

Segment	Description	Cost
FCG Data Center to Waste Water Treatment Plant		
Labor		
	1. Installation of fiber from FCG Data Center IC to Waste Water Treatment Plant IC (located in building demarc) via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 14 of 16

Segment	Description	Cost
Sheriff Department to Taylor Middle School		
Labor		
	1. Installation of fiber from Sheriff Department MC to Taylor Middle IC (located in LAN closet in Library) via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 15 of 16

Segment	Description	Cost
Taylor Middle School to Brumfield		
Labor		
	1. Installation of fiber from Taylor Middle IC (located in LAN closet in Library) to Brumfield IC (located in LAN closet) via existing conduit/aerial that ties into existing conduit at Brumfield. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of fiber optic cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

PRICING FORMS, FIBER OPTIC NETWORK INFRASTRUCTURE & INSTALLATION, Page 16 of 16

Segment	Description	Cost
Taylor Middle School to Central		
Labor		
	1. Installation of fiber from Taylor Middle IC (located in LAN closet in Library) to Central IC (located in LAN closet) via existing conduit/aerial. Includes installation of equipment, peripherals and fiber to include pulling, termination and testing of cables.	\$
	2. Trenching and installation of conduit if applicable	\$
	3. Other labor (Please explain).	\$
Materials		
	1. Field Installable Connectors	\$
	2. CCH Panels	\$
	3. Rack Mount Connector Housings	\$
	4. Rack Mount Cable Management	\$
	5. Equipment Racks	\$
	6. Wall Mount Connector Housings	\$
	7. Buffer Tube Fan-Out Kits	\$
	8. Cable Assemblies	\$
	9. Cable	\$
	10. Conduit	\$
	11. Other (Please explain)	\$
Other Costs	1. Permit Fees, Rental Agreements, etc. (Please explain)	\$
Total		\$

APPENDIX E, GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

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GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

ARTICLE I - INTERPRETATION

GC.1.01 - Definitions:

Where used in these General Conditions and in the other documents forming part of the contract:

- (1) "Proposal" or "Tender" means the offer as proposed by the Offeror submitted on the Request for Proposal. The terms "Proposal" or "Tender" are used interchangeably herein.
- (2) "Offeror" means any person submitting a Proposal for the work
- (3) "Proposal Form" means the portion of the Request for Proposal that must be returned to constitute a formal Proposal.
- (4) "Board of Supervisors" means the Board of Supervisors of Fauquier County.
- (5) "Calendar Day" means the period from one midnight to the following midnight.
- (6) "Contract" or "Contract Documents" means the combined documents consisting of the Agreement; Addenda; the Proposal Interactions; these General Conditions; the Supplemental Conditions; the Drawings; the Specifications; the Request for Proposal; Shop Drawings; Performance Security and all other exhibits mentioned in the Contract Documents as forming part thereof.
- (7) "Contract Administrator" means a person duly authorized by the County in writing to represent the County in the work pertaining to this contract.
- (8) "Contract Time" means the time stipulated in the Contract Documents for Substantial Completion of the work.
- (9) "Contractor" means the person undertaking the execution of the work under the terms of the Contract.
- (10) "County" means the County of Fauquier, a Political Subdivision of the Commonwealth of Virginia.
- (11) "Drawings" or "Plans" means drawings or plans which show the character and scope of the work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract Documents. The terms "Drawings" or "Plans" are used interchangeably herein.
- (12) "Extra Work" means the furnishing of labor, services, materials, plant, equipment and/or the performance of any work not directly or by implication called for by the Contract.
- (13) "Request For Proposals (RFP)" means the Proposal Instructions; these General Conditions; the Supplemental Conditions; the Drawings; the Specifications; the Proposal; Performance Security, and all Addenda.
- (14) "Other Contractor" means any person employed by or having a contract directly or indirectly with the County otherwise than through the Contractor.
- (15) "Owner" means the County of Fauquier
- (16) "Person" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person.
- (17) "Plant" means all material and/or equipment and/or things brought to or constructed upon the Site by the Contractor for the performance of the Work, but does not include materials, equipment or other things which are to form part of the permanent Work.

- (18) "Shop Drawings" means all drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor, Sub-contractor, manufacturer, supplier or distributor, and which illustrates the equipment, material or some portion of work.
- (19) "Site" means the lands and other places on, under, in or through which the work is to be executed and any other lands for places authorized by the Commissioner for the purposes of the Contract.
- (20) "Specification" means the written description of the physical or functional characteristics of the supplies, services and construction, or any part thereof, including without limitation any requirement for testing or inspection.
- (21) "Street" means any public or private highway, lane, square, bridge, thoroughfare, right-of-way, or any part thereof as same.
- (22) "Sub-Contractor" means a person contracting with the Contractor or another Sub-Contractor of the Contractor for the execution of a part or parts of the Work or for the furnishing of material.
- (23) "Substantial Completion" means Substantial Completion as defined in the Supplemental Conditions or any subsequent amendment thereto, and as certified by the Contract Administrator.
- (24) "Surety" means the person who executed the Bond guaranteeing the fulfillment of the Contract, all as required by the Contract Documents, to be furnished by the Contractor.
- (25) "Total Completion" of the Work means when the entire Work, except those items arising from the provisions of Article X - Warranty, have been performed to the requirements of the Contract Documents and is so certified in writing by the Contract Administrator.
- (26) "Work" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor, pursuant to the terms and conditions of the Contract and in particular, but without limiting the generality of the foregoing, includes the furnishing of all labor, services, materials, Plant and/or equipment necessary or incidental to the performance of the Contract, including all Extra Work or Changes in the Work which may be ordered as herein provided.
- (27) "Working Day" means any Calendar Day, other than Sunday or a Statutory or Civic Holiday, on which, in the opinion of the Contract Administrator, atmospheric and/or site conditions are such that the contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Fauquier time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Fauquier time.

GC.1.02 - Interpretation:

- (1) This Contract shall inure to the benefit of and be binding on the respective executors, administrators, successors and assigns of the County and the Contractor.
- (2) Where the "Contractor" as defined herein consists of more than one person or corporation, their liability to perform the covenants herein contained to be performed by the Contractor shall be joint and several.
- (3) Wherever the singular or masculine are used, the same shall be constituted as meaning the plural or the feminine or the neuter as the context may reasonably require.
- (4) This Contract has been entered into and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

GC.1.03 - Headings for Convenience Only:

Headings, titles and marginal notes in the Contract are inserted for convenience only and are not explanatory of the Articles or Clauses with which they appear.

GC.1.04 - Inconsistencies:

In the event of conflicts between Contract Documents, the following shall apply:

- (a) figured dimensions shown on a drawing shall govern over scaled or implied dimensions on the same Drawing;
- (b) Drawings of larger scale shall govern over those of smaller scale of the same date.
- (c) Specifications shall govern over drawings of the same date;
- (d) The General Conditions shall govern over Specifications;
- (e) The Supplemental Conditions shall govern over the General Conditions;
- (f) The executed Agreement between the County and Contractor shall govern over all documents; and
- (g) Notwithstanding the foregoing, documents of a later date shall always govern over documents of the same category of an earlier date.

ARTICLE II - DECLARATIONS BY CONTRACTORGC.2.01 - Investigating the Site:

The Contractor declares that in submitting a Proposal for the Work and in entering into the Contract, he has investigated the Site, the character of the Work to be done and all local Conditions including the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility, that might affect his Proposal or his acceptance of the Work, or that, not having so investigated, and except as hereinafter provided he is willing to assume and does assume, all risk of conditions now existing or arising in the course of the Work which might or could make the Work, or any items thereof more expensive in character, or more onerous to fulfill, than was contemplated or known when the Proposal was completed or the Contract signed. The Contractor also declares that in submitting a Proposal for the Work and in entering into the Contract he did not and does not rely upon information furnished by the County or any of its servants or agents respecting the character or nature of the surface and sub-surface conditions at the site, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the Work, or the character of the plant needed to perform the Work or the general and local conditions and shall verify all matters concerning access to the Site, power supplies, location of existing services, utilities, materials necessary for the completion of the Work and all other matters which could in any way affect the performance of the Work under the contract other than information furnished in writing for or in connection with the Proposal or the Contract by the Contract Administrator.

GC.2.02 - Change in Site Conditions:

Notwithstanding the generality of the foregoing, the Contractor shall refer any substantial difference in the character or nature of the surface or sub-surface conditions at the Site, or the location, character, quality or quantity of the materials to be removed than the Conditions set out in the Plans, Specifications or other information furnished in writing for or in connection with the Proposal or the Contract by the Contract Administrator for use by the Contractor in preparing his Proposal, for resolution in the manner prescribed in GC.4.06.

GC.2.03 - Good Faith:

The Contractor declares that he has submitted his Proposal and entered into the Contract with the County in good faith and that to the best of his knowledge no member of the Board of Supervisors, or any officer or employee of the County has any pecuniary interest, direct or indirect, in the same Contract, and further that the said Contractor shall forfeit all claims under this Contract for Work done beyond the actual proven expenses of the Contractor if any member of the Board of Supervisors, or any officer or employee of the County is at any time interested therein or if any interest therein is given or agreed to be given to him and as well shall refund to the

County any monies paid to the Contractor by the County under this Contract beyond the actual expenses of the Contractor. The Contractor declares that he has not participated in any collusive scheme or combine in connection with his Proposal or contract.

GC.2.04 – Laws and Regulations:

- (1) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to the labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (2) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (3) NONDISCRIMINATION: The following requirements of Section 2.2-4311 of the Code of Virginia shall be applicable:
 - (a) During the Performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - (b). The Contractor will include the provisions of (I), (ii) and (iii) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (4) PROHIBITION OF ALCOHOL AND OTHER DRUGS AT JOB SITE:
 - (a) The Contractor shall establish, maintain, and enforce policies which prohibit the following acts by all Contractor, Subcontractor and supplier personnel at the job site:
 - (i) the manufacture, distribution, dispensation, possession, or use of alcohol or other drugs in the workplace, except possession and medically prescribed use of prescription drugs.
 - (ii) the impairment in the workplace from the use of alcohol or other drugs, including impairment from prescription drugs.
 - (b) The Contractor shall post a copy of the policy in a conspicuous place at the job site and assure that all Contractors, Subcontractors, and supplier personnel entering the job site are informed of the policy.

ARTICLE III - AWARD AND EXECUTION OF THE CONTRACT

GC.3.01 - Execution of Contract:

The successful Offeror shall, upon notification of award of the Contract by the County:

- (1) Execute and return the contract documents in the manner stipulated by the County Procurement Office within Seven (7) calendar days of receipt of the contract documents together with written notice signed by the County Procurement Office to the contractor in the manner provided in GC.7.06 hereof;

(2) Provide the Performance Security specified in the Proposal Instructions to the Purchasing Agent prior to the commencement of Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.

(3) Provide evidence of the Insurance Coverage specified in the Supplemental Conditions in a form satisfactory to the Purchasing Agent prior to the Commencement of the Work but in no event later than the time specified in GC.3.01(1) above for the return of the executed Contract Documents.

GC.3.02 - Failure to Sign Contract:

In the event that the Offeror does not meet all the requirements of GC.3.01 hereof, the Board of Supervisors shall consider that the Offeror has abandoned the contract, whereupon the acceptance of the Proposal by the County shall be null and void and the County shall be entitled to retain the Proposal Security accompanying the Proposal as liquidated damages.

GC.3.03 - Commencement of Work:

The Contractor shall not procure material or commence Work until he is in receipt of a letter to commence from the County Procurement Office authorizing the commencement of work and has provided the County Procurement Office with the required Performance Security and Insurance Coverage.

GC.3.04 - Bar to Payment:

No payments will be made by the County to the Contractor until the Contractor has met all the requirements of GC.3.01 hereof.

ARTICLE IV - SCOPE OF WORK

GC.4.01 - Work to be Done According to Contract:

The Contractor shall execute, complete and maintain the Work in strict accordance with the Contract Documents.

GC.4.02 - Contractor to Furnish Labor, Plant and Materials

- (1) The Contractor shall provide and pay for competent, suitably qualified personnel to execute the Work. He shall at all times maintain good discipline and order at the Site.
- (2) The Contractor shall provide and pay for all plant, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, operation, completion and maintenance of the Work.
- (3) Unless otherwise specified in the Specifications, all materials and equipment to be incorporated in the Work shall be new, fit for the purpose intended, and shall meet or exceed the kind, quality and quantity of same specified in the Contract Documents. If required, the Contractor shall provide at his own expense evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.
- (4) The Contractor shall certify in writing that no materials used in the work contain asbestos material in them. The Contractor shall provide this written certification as part of submittals under GC.9.03.

GC.4.03 - Documents Supplement Each Other:

- (1) The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all.
- (2) If the Contract Documents or any part thereof appear indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.

- (3) The Contract Administrator shall have the right at any time to correct errors or omissions in the Contract Documents or to issue additional Drawings and Specifications at any time further detailing, explaining or modifying the Work. Such Drawings and Specifications shall either supplement or supersede those signed at the time the Contract is executed.
- (4) The Contractor shall be responsible for conveying the interpretation or clarification of the Contract Documents, as given by the Contract Administrator, to Sub-Contractors.
- (5) The Contractor shall be responsible for any work not explicitly set out in the Contract Documents but which may be reasonably implied for the proper completion of the Work.

GC.4.04 - Shop Drawings:

- (1) The Contractor shall arrange for the preparation of Shop Drawings required by the Contract Documents or as may reasonably be required by the Contract Administrator.
- (2) The Contractor shall review all Shop Drawings prior to submitting same to the Contract Administrator. By this review, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated each Shop Drawing with the requirements for the work and of the Contract. The Contractor's review of each Shop Drawing shall be certified.
- (3) The Contractor shall promptly submit to the Contract Administrator the required number of copies of the Shop Drawings and in an orderly sequence to prevent delay in the work or in the work of other contractors, shop drawings shall be submitted in the form of a reproducible transparency or prints as the Contract Administrator may direct. At the time of submission, the Contractor shall notify the Contract Administrator of any deviations in the Shop Drawings from the requirements of the Contract.
- (4) The Contract Administrator shall review the Shop Drawings promptly or in accordance with a schedule agreed upon in writing. The Contract Administrator, upon completion of the review, shall communicate either his acceptance or rejection of same to the Contractor. The Contract Administrator's review and acceptance shall be for conformity to the design concept of the Work and for compliance with the Contract Documents. The acceptance of a component or a sub-assembly shall not constitute acceptance of the assembly of which it is a part. The review shall not relieve the contractor of responsibility for errors and omissions in the Shop Drawings or of responsibility for meeting all requirements of the contract unless a deviation on the Shop Drawings has been approved by the Contract Administrator in writing. No Work called for by Shop Drawings shall be undertaken by the Contractor until the Contract Administrator's review is completed and the acceptance of same has been communicated to the Contractor.
- (5) The Contractor shall promptly make any changes in the Shop Drawings which the Contract Administrator may require and which are consistent with the Contract Documents and shall promptly resubmit same to the Contract Administrator for review and acceptance unless otherwise directed by the Contract Administrator. When resubmitting the Shop Drawings, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

GC.4.05 - Changes in the Work: County

- (1) The County shall have the right at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit (referred to collectively herein as a "Change in Work") any part of the Work, or to change the lines or grades or the location of any part of the Work, all without in any way affecting or vitiating the Contract, and the Contractor shall carry out all such alterations or additions upon receipt of written notice from the Contract Administrator.
- (2) The Contract Administrator shall make a determination at the time of issuing the written notice referred to in GC.4.05 (1) above and shall set out his determination in the said notice as to whether:
 - (a) the Change in Work so ordered falls within the scope of the Work required to be performed under the Contract with no adjustment to Contract Time and/or Contract Price; or

- (b) the Change in Work so ordered amounts to Extra Work with a corresponding adjustment to the Contract Time and or Contract Price; or
 - (c) the Change in Work so ordered amounts to a diminution in the scope of the Work required to be performed under the Contract with a corresponding adjustment to the Contract Time and/or Contract Price.
- (3) In the event that the Contractor disputes a determination made by the Contract Administrator, regarding changes, the Contractor shall act in accordance with the Contract Administrator's determination, provided however that the Contractor shall have the right to appeal the determination of the Contract Administrator to the County Administrator as provided in GC.4.05(4) below on work or any request by the Contractor for increased compensation.
 - (4) If the Contractor disagrees with the determination of the Contract Administrator he must, within Seven (7) Calendar days after receiving notice of the Contract Administrator's determination, notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
 - (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
 - (6) If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
 - (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to payment therefore which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
 - (8) It is intended in all matters referred to above that both the Contract Administrator and the Contractor shall act promptly.

GC.4.06 - Changes in the Work: Contractor

- (1) If the Contractor is of the opinion that it is necessary at any time before or after the execution of the Contract or after the commencement of the Work or during the prosecution of the Work, to alter, deduct from, add to or omit any part of the Work to accomplish the result intended by this Contract, he shall provide written notice of this requirement and details of same to the Contract Administrator for a determination as set out in GC.4.05(2) above prior to undertaking the proposed change in Work.
- (2) GC.4.05(3) through (8) shall apply mutatis mutandis herein.

GC.4.07 - Valuation and Certification of Extra Work:

- (1) The value of Extra Work shall be determined by one or more of the following methods:
 - (a) by estimate in a lump sum;
 - (b) by the unit prices set out in the Contract or subsequently agreed upon;
 - (c) by the actual cost of the Work to the Contractor plus a fixed fee;
- (2) Where the value of Extra Work is proposed or required to be determined by either method (2 a) or (b) of GC.4.07(1), the Contractor shall present his proposed change in the Contract Time and/or Contract Price to the Contract Administrator supported by appropriate documentation in a form acceptable to the Contract Administrator prior to the commencement of the proposed Extra Work. The Contract Administrator shall evaluate and verify the acceptability of such claim and, if

approved by the County, a change order shall be issued to the Contractor by the Purchasing Agent as approved by the Contract Administrator, amending the Contract Time and/or Contract Price.

- (3) Where the value of Extra Work is determined by method (c) of GC.4.07(1) the actual cost permitted to be claimed by the Contractor shall be deemed to include all amounts whether direct, indirect or consequential resulting from the performance of the Extra Work, including, but not limited to, all Overhead.
- (4) In the case of Extra Work to be paid for under methods (b) or (c) of GC.4.07(1), the form of presentation of costs and methods of measurement shall be stipulated in writing by the Contract Administrator prior to the Contractor undertaking the Extra Work. The Contractor shall keep accurate records of quantities and costs and present an account of the costs of the Extra Work, together with all vouchers supporting such costs where applicable.
- (5) Notwithstanding the generality of the foregoing, the Contractor shall keep a detailed daily record for each part of the Extra Work showing the names and times of the workmen engaged thereon and number of hours each day when Plant and equipment are employed thereon. This daily record shall be submitted to the Contract Administrator each day for the review and approval of the Contract Administrator.
- (6) If the method of valuation, measurement, change in Contract Time and/or Contract Price cannot be promptly agreed upon prior to the commencement of the Extra Work and the Contract Administrator requires the Extra Work to proceed, then the Contract Administrator in the first instance will determine the method of valuation, measurement and the change in Contract Time and/or Contract Price. The Contract Administrator shall issue a written authorization for the Extra Work setting out the method of valuation, measurement, and any approved change in the Contract Time and/or Contract Price.
- (7) In the case of a dispute in the method of valuation, measurement, change in Contract Time and/or Contract Price for the Extra Work authorized in writing by the Contract Administrator and pending determination thereof in accordance with GC.4.07(8) or GC.4.07(10) hereof, the Contract Administrator shall certify the value of the Extra Work performed in accordance with the Contract Administrator's own valuation and measurement of the Extra Work and shall also certify any change in Contract Time and/or Contract Price. The Contractor shall keep accurate records of quantities and cost of such Extra Work.
- (8) If the Contractor disagrees with the Contract Administrator's method of valuation, measurement, change in Contract Time and/or Contract Price, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (9) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (10) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (11) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefore over and above that approved by the Contract Administrator which he otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
- (12) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.4.08 - Diminution of Work:

- (1) Should the amount of the Work originally intended to be done under the Contract be diminished, no claim shall be made for damages on the ground of loss of anticipated profit on Work so diminished or on any other ground. In the case of a Unit Price Contract where a change is made involving diminution of the Work, only the Work actually done shall be paid for and such payment shall be based on the Prices in the Proposal. In the case of a Lump Sum Contract where a change is made involving diminution of Work and the parties cannot agree on the reduction in Contract Price which should properly be made as a result thereof, the matter in dispute shall be decided by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's determination, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (2) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (3) If the Contractor disagrees with the determination of the County Administrator, he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.
- (4) Where a change results in a diminution of Work after commencement of work or any part thereof resulting in extra cost to the Contractor, for which he would not be entitled to payment on a unit price basis or in loss of Work already completed but not paid for, or loss to the Contractor in respect of material or equipment purchased by him for the Work but not used thereon as required by the County, compensation shall be made to the Contractor by the County in the sum or sums to be fixed by the Contract Administrator. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's determination, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (6) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto ~~and request that the dispute be referred to Arbitration~~ in accordance with GC.11.01. ***In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.***
- (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which he otherwise might have had, and shall not make any claim in respect thereof, and if made, may reject the same as invalid and he shall not have any right of recovery in respect thereof, at law or otherwise.
- (8) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.4.09 - Cleanup and Final Cleaning of the Work:

- (1) The Contractor shall maintain the site and the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the County or Other Contractors. Upon attaining Substantial Completion of the Work, the Contractor shall remove any products, tools, construction machinery and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris other than that caused by the County or Other Contractors and leave the site and the Work clean and suitable for occupancy by the County unless otherwise specified.

- (2) Total Completion of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all Plant and surplus products, tools, construction materials and equipment. The Contractor shall also have removed waste products and debris, other than that left by the County or Other Contractors.

ARTICLE V - CONTROL OF WORK

C.5.01 - Authority of Contract Administrator:

- (1) The Contract Administrator shall be the County's representative throughout the duration of the Contract and shall have authority to act on behalf of the County to the extent expressly provided in the Contract Documents.
- (2) The Contract Administrator shall be responsible for the interpretation or clarification of the Contract Documents or any part thereof which appear indefinite, not clear or contradictory to the Contractor.
- (3) The Contract Administrator shall have full authority to examine, inspect, approve or reject the Plant, materials, methods of procedure and workmanship without in any way relieving the Contractor from his responsibilities under GC.5.02. The Contract Administrator shall be the sole judge of determining whether the kind, quantity and quality of the Plant, materials, methods of procedure and workmanship meet or exceed the requirements of the Contract Documents.
- (4) The Contract Administrator shall have the authority to object to any person employed or retained by the Contractor in the execution of the Work who is in the opinion of the Contract Administrator incompetent, negligent or guilty of misconduct. The Contractor shall forthwith remove the person so objected to. The Contract Administrator may recommend to the County Administrator that the County Administrator refuse to issue any Progress Estimate and/or Certificate to the Contractor while such person remains engaged upon the Work.
- (5) The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator is of the opinion that a danger to life or to property exists. The Contractor shall comply with such orders immediately. Neither the giving or carrying out of such orders shall thereby entitle the Contractor to any extra payment, nor shall the Contractor be relieved of his responsibilities under GC.5.02.
- (6) The Contract Administrator shall have the authority to order the Contractor to stop the Work whenever such stoppage may be necessary, in the Contract Administrator's reasonable opinion, to ensure the proper execution of the Work in accordance with the requirements of the Contract Documents. The Contractor shall comply with such orders immediately. Neither the giving or carrying out of such orders shall thereby entitle the Contractor to any extra payment or relieve the Contractor of his responsibilities under GC.5.02.
- (7) In the event that the Contractor disputes a determination made by the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's decision. If the Contractor disagrees with the Contract Administrator's decision, he must within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision notify the County Administrator in writing of his contention with respect thereto and request a determination thereon from the County Administrator.
- (8) If the Contractor fails to so appeal to the County Administrator for a decision within Seven (7) Calendar Days after receiving Notice of the Contract Administrator's decision, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with the provisions of this Clause.
- (9) If the Contractor disagrees with the determination of the County Administrator he must within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination notify the Board of Supervisors in writing of his contention with respect thereto in accordance with GC.11.01. In order to invoke the procedures of this section, the Contractor's request must (i) refer specifically to this section by number; (ii) in the case of the Board of Supervisors, be hand-delivered to the office of the County Administrator; and (iii) contain a full explanation of the basis of the contractor's position and the rationale for its request.

- (10) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.

GC.5.02 Responsibilities of Contractor:

- (1) The Contractor shall be responsible for ensuring that all Work is carried out in accordance with and within the time limits set out in the Schedule of Work which is required to be provided by the Contractor and approved by the Contract Administrator under GC.8.01 and any approved amendments thereto. Further, the Contractor shall be responsible for obtaining the prior written consent of the Contract Administrator for any changes in the approved Schedule of Work or any approved amendments thereto in a timely fashion.
- (2) The Contractor shall have complete control over the methods of prosecuting the Work except as otherwise provided in the Contract Documents and shall direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract so as to ensure its proper completion in accordance with the approved Schedule of Work.
- (3) The Contractor shall obey, perform and comply with the Contract Administrator's orders or instructions with respect to the Work or concerning the conduct thereof promptly, efficiently, and to the satisfaction of the Contract Administrator.
- (4) The Contractor shall carry out such rules and regulations as may from time to time be issued by the Contract Administrator for the securing and maintaining of good order on the Site and he will assist Other Contractors, their employees and agents, and those of the County, to do the same.
- (5) The Contractor shall employ and keep on the Work during its progress a competent Supervisor and any necessary assistants, all satisfactory to the Contract Administrator, both on the commencement and at all times during the prosecution of the Work. The Contractor shall inform the Contract Administrator in writing of the name of such Supervisor prior to the commencement of the Work. If at any time the Contract Administrator requires such Supervisor to be replaced the Contractor shall arrange for him to vacate his position and be removed from the Site within forty-eight (48) hours after receiving notice in writing from the Contract Administrator to replace the Supervisor with another Supervisor. Any person so removed shall not be re-employed on the Work by the Contractor or by a Sub-contractor. The Supervisor shall not be replaced except with the prior written consent of the Contract Administrator unless the Supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Supervisor shall represent the Contractor in his absence and directions on matters given to him shall be held to be given to the Contractor.
- (6) The Contractor agrees that the list of names of the Sub-contractors included in his Proposal is the list of Sub-Contractors proposed to be used to carry out those parts of the Work noted thereon, and he shall not employ any to whom the County may reasonably object. The Contractor shall not make any change to the Sub-contractor list unless prior written approval is received from the Contract Administrator.

The Contractor, with respect to Work to be performed under sub-contract, shall:

- (a) enter into contracts or written agreements with his Sub-contractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract Documents, and,
- (b) be as fully responsible to the County for acts and omissions of his Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor shall incorporate the terms and conditions of the Contract documents into all sub-contract agreements he enters into with his Sub-contractors.

- (7) The Contractor shall keep one set of the Contract Documents and approved Shop Drawings at the Site. These Contract Documents and Shop Drawings shall be available at all reasonable times for the inspection and use of the Contract Administrator.

- (8) The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the County by other contractors or by the County's employees. Should he find it difficult to work in harmony with such parties he shall notify the Contract Administrator who will deal with the matter as he in his judgment may deem best, and the Contractor shall abide by the decision and directions of the Contract Administrator.
- (9) The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.
- (10) The Contractor shall be solely responsible for securing the Site, any existing facility thereon and for the proper care and protection of the Work already performed.
- (11) The Contractor shall, at his own expense, do whatever is necessary to ensure that:
 - (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Contract;
 - (b) pedestrian and other traffic on any public or private road is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (c) fire hazards in or about the Work or its Site are eliminated;
 - (d) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the performance or existence of the Work or Plant;
 - (e) adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work.
 - (f) adequate sanitation measures are taken and facilities provided with respect to the Work and its Site.
 - (g) all survey posts, monuments or bars are protected and are not removed, defaced, altered or destroyed; and
 - (h) all stakes and marks placed on the Work or its Site by or under the authority of the Contract Administrator are protected and are not removed, defaced, altered or destroyed.

GC.5.03 - Inspection:

- (1) All Plant to be provided, work to be performed, materials to be supplied, and equipment or machinery to be installed or erected under this Contract shall be subject to inspection by the Contract Administrator. The Contractor shall afford to the Contract Administrator every facility, whether at the Site of the Work, or at the premises of the Contractor or any Sub-Contractor, for the observation of the methods and progress of the Work, and to give the Contract Administrator free of cost to the County any and all assistance which he may require in the performance of his duties; also to furnish the Contract Administrator, free of cost, with sufficient office facilities for keeping Drawings and for correspondence as specified in the Supplemental Conditions.
- (2) The Contractor shall, before beginning or resuming operations upon any portion of the Work, formally notify the Contract Administrator in writing so as to enable the Contract Administrator to arrange for proper inspection. In the event that the Contractor does not so notify the Contract Administrator in order that the Contract Administrator can arrange for proper inspection, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and rebuild that portion of the Work, at the Contractor's own cost and expense, in order that the Contract Administrator can inspect the Work.
- (3) The Contractor shall not proceed to prosecute any portion of the Work, against the orders of the Contract Administrator. In the case of any portion of the Work prosecuted contrary to the orders of the Contract Administrator, the cost of such taking down or exposure and re-building, if any, shall fall upon the Contractor.
- (4) The Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose any portion of the Work where the Contract Administrator is of the opinion that the Work is not in accordance with the Contract Documents. The cost of such taking down or exposure and rebuilding, if any, shall fall upon the County if the taking down or exposure indicates that the part exposed is properly constructed and of satisfactory materials, but if otherwise the cost shall be borne by the Contractor.
- (5) In case the Contract Administrator observes improper workmanship or the use of defective materials in the course of construction or manufacture, he will call the same to the attention of the Contractor or the Supervisor in charge of the Work,

but should such Supervisor be inaccessible at the time, the Contract Administrator shall order the workmen to stop such improper Work until a Supervisor or the Contractor remedies the defects.

- (6) Orders given by the Contract Administrator in accordance with the above powers shall be obeyed by the Contractor without delay.
- (7) The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, character, proper operation and performance of the completed Work.

GC.5.04 - Defective Work:

The County shall have the right to any one or all of the following options in addition to those provided elsewhere in these Contract Documents and to its ordinary remedies at law if, in the opinion of the Contract Administrator, there is any defect in the Work or in any part thereof attributable to the Contractor or if same fails to meet the requirements of the Contract:

- (1) The Contract Administrator shall direct the Contractor to remedy the defect or to repair, reconstruct, or replace the faulty Work or Work which fails to meet the requirements of the Contract and the Contractor shall, without delay and at the Contractor's own expense, carry out the orders of the Contract Administrator in that respect, all according to the terms and requirements of the Contract. In addition, the Contractor shall be required to reimburse the County and the County shall be entitled to deduct its cost of any additional inspections necessitated thereby from the Contract Price.
- (2) If the Contractor fails or neglects to act as set out in GC.5.04(1), the County may correct or replace the defective or faulty Work or Work which fails to meet the requirements of the Contract either by the County's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing same shall be paid to the County immediately by the Contractor upon receipt of written Notice from County Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made to the Contractor under this Contract. If, in the, opinion of the County, the Contractor has received all payments due to him under the Contract, the Surety shall make such payment immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.
- (3) If, in the opinion of the Contract Administrator, it is not expedient to correct defective or faulty Work or Work not done in accordance with the Contract, the County may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, setting out the amount to be so paid.
- (4) Pending action under GC.5.04 (1) and (2) above, the County shall have the right to use the Work or any portion thereof, without in any way affecting its right of rejection of any such faulty or defective work or relieving the Contractor of responsibility to complete the Work.

GC.5.05 - Right of Entry:

- (1) The Contractor shall not be entitled to exclusive possession of the Site.
- (2) The County shall have the right, for itself, its agents, representatives and Other Contractors, to occupy any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may by notice in writing to the Contractor require, provided such entry, occupation and use does not prevent or otherwise interfere with the Contractor's performance of the Work.
- (4) Such entry, occupation and use shall not be considered to be an acceptance of the Work by the County nor shall it relieve the Contractor of responsibility to complete the Work.

ARTICLE VI - CONTROL OF PLANT AND MATERIAL

GC.6.01 Risk and Responsibility:

- (1) The Plant, material and equipment brought to the Site and/or the Work by the Contractor or provided to the Contractor by the County shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator unless otherwise specified in the Supplemental Conditions.
- (2) The Contractor shall be liable to the County for any loss of or damage to the Plant, material or equipment that is supplied or placed in the care, custody and control of the Contractor by the County for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work (and all matters incidental thereto) and until the Total Completion thereof has been certified by the Contract Administrator.

GC.6.02 - Contractor to Keep Records:

The Contractor shall keep such records of all Plant, material and equipment supplied or placed in the care, custody and control of the Contractor by the County as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such material and Plant are at the place and in the condition required by the County

GC.6.03 - Material to Remain on Site:

- (1) The contractor shall not remove any Plant, material or equipment that he has brought to the Site and/or the Work and which is required to complete the Work without the prior written consent of the Contract Administrator until the Total Completion of the Work has been certified by the Contract Administrator.
- (2) Plant, material or equipment that is the property of the County shall not be taken away from the Site and/or the Work, disposed of or used except for the purposes of the Work without the prior written consent of the Contract Administrator.

GC.6.04 - Defective Material:

- (1) The Contractor shall, at his own expense, and in the manner and within the time and period specified in the written Notice from the Contract Administrator:
 - (a) remove from the Site and/or the Work any materials brought onto the Site, whether incorporated in the Work or not, which the Contract Administrator has determined to be inferior, unfit for the purpose intended, or does not comply with the requirements of the Contract Documents; and
 - (b) promptly replace such interior or unfit material with material which is for the purpose intended and which does meet the requirements of the Contract Documents.
- (2) If the Contractor fails to remove or replace the said materials in the manner and within the time period specified in the said Notice, the County Administrator may take all steps necessary to have the said materials removed or replaced by the County's own forces or by an Other Contractor or Contractors. The cost of correcting or replacing the said materials shall be paid to the County by the Contractor immediately upon receipt of written Notice from the County setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made by the County to the Contractor under this Contract. If in the opinion of the County Administrator the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the County Administrator's written Notice as required hereby, the Surety shall make such payment immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.

ARTICLE VII - LEGAL RELATIONS

GC.7.01 - Laws, Notices, Permits and Fees:

- (1) The Contractor shall, at his own expense, procure permits, licenses and certificates required by law, any ordinances, rules, regulations, codes and orders of the authorities having jurisdiction for the execution of the Work, but this shall not include the obtaining of permanent easements or rights of servitude. The Contractor shall give the required Notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Work, the most restrictive shall apply.
- (2) The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations, codes and orders relating to the Work. If the Contract Documents are at variance therewith, or if changes which require modifications to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of Proposal closing, any resulting change in the cost shall constitute a corresponding change in the contract price. The Contractor shall notify the Contract Administrator in writing requesting direction immediately if any such variance or change is observed by the Contractor.
- (3) If the Contractor fails to notify the Contract Administrator in writing to obtain direction and performs any Work knowing it to be contrary to any laws, ordinances, rules, regulations, codes, and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expenses and damages attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

GC.7.02 - Patents and Royalties:

- (1) If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent or copyright, trade mark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of the said agreement shall be filed with the County upon request.
- (2) The Contractor shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patent, design, device, material or process, or any trade mark or trade name or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the County in respect of any costs, expenses and damages which it may be obliged to pay including solicitor's fees and other legal expenses incidental to litigation by reason of a claim for any such infringement at any time during the prosecution or after the Total Performance of the Work.
- (3) If the County or the Contractor is served with a claim or Notice of an infringement or alleged infringement of any patent, design, device, material or process, or any trade mark, trade name or copyright, the party so served shall immediately inform the other party with Notice in the manner provided herein.
- (4) If the County or the Contractor is prevented by injunction from using any patent, design, device, material or process, or any trade mark, trade name or copyright, the Contractor shall, at his own cost, substitute an equally suitable product, part or method of carrying out the Work, all subject to the prior written approval of the Contract Administrator.

GC.7.03 Contractor's Risk:

- (1) The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work (and all matters incidental thereto) and until the Substantial Completion thereof has been certified by the Contract Administrator.
- (2) The Work not completed as of the date of Substantial Completion shall remain at the risk and responsibility of the Contractor until the Total Completion of the Work has been certified by the Contract Administrator.
- (3) The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed work to the County in accordance with the provisions of the Contract.

GC.7.04 - Indemnity:

- (1) The Contractor covenants to save harmless and indemnify the County against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents and by whomsoever brought by reason of the performance of the said Work including but not limited to:
 - (a) accidental injury (including death) to any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the County or which the County by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) trespass or damage to private property or properties owned by person other than the County;
 - (d) failure to pay and obtain a discharge of a Notice of Claim for Lien or notice of bond claim served upon the County in accordance with the requirements of Title 43 of the Code of Virginia; non-payment of a Worker's Compensation assessment, Unemployment, Insurance, Federal or State Tax, and for encroachments owing to errors in the Contractor's survey;
 - (e) inaccuracies in any information provided to the County by the Contractor.
- (2) The County has the right, acting reasonably and upon Notice to the Contractor, to settle any such action, proceedings, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement or which may be adjudged due to the County by the County Administrator.
- (3) The Contractor shall pay to the County the value of all legal fees and disbursements required to defend the County against any such claim, action, proceeding, claim or demand arising out of the Contract notwithstanding that the defense of the said action, proceeding, claim or demand was undertaken on behalf of the County by a salaried employee of the County.
- (4) The Contractor shall pay to the County all costs taxed against the Contractor in any litigation between the Contractor and the County arising out of this Contract.
- (5) If the Contractor fails to make any payment required to be made to the County hereunder, the County shall be entitled to deduct the amount of such payment from any payment required to be made by the County to the Contractor under this Contract or take whatever other remedies against the Contractor that the County may have at law.

GC.7.05 - Rights and Remedies:

- (1) The duties and obligations imposed upon the Contractor by the Contract Documents and the rights and remedies available to the County hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the County at law or in equity.
- (2) No acceptance of Work or payment of money and no failure on the part of the County to enforce compliance by the Contractor with any term of this Contract and no other act or omission whatever on the part of the County, and no act or omission of the County Administrator or Board of Supervisors or of any officer or employee of the County shall be taken as a waiver of any of the provisions of this Contract, it being understood that any provision hereof may only be waived by express waiver in writing authorized by the proper officers of the County. No express waiver of any provision shall impliedly waive any other provision.

GC.7.06 - Notices:

- (1) Except as provided in GC.5.02(5) hereof, all notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract shall be in writing and shall be delivered personally or mailed by registered mail, postage pre-paid, to the County at the address set out in the Supplemental Conditions and to the Contractor at the address set out in the Proposal; or at such other address or addresses as the party to whom such notice, consent, approval, statement, authorization, document or other communication is to be given may designate by Notice in writing so given to the other party hereto as provided herein.
- (2) Any notice, consent, approval, statement, authorization, document or other communication given as provided herein shall:

- (a) in the case of personal delivery, be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery; and
- (b) in the case of delivery by registered mail, be deemed to have been received on the second business day on which mail is delivered following the date of mailing. In the event of a postal dispute or threat of a postal dispute, all notices required to be given hereunder shall be personally delivered.

GC.7.07 - Independent Contractor:

The County and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the County.

ARTICLE VIII - PROSECUTION AND PROGRESS

GC.8.01 - Schedule:

- (1) The Contractor shall, immediately after the award of the Contract, prepare and submit for the Contract Administrator's approval, a Schedule of activities for the work confirming the commencement date, the completion date, which date shall be no later than the date specified in the Proposal required to complete the various phases or parts of the Work, in relation to both the Contract Time stated in the Contract Document and the Schedule of Work submitted by the Contractor in his proposal unless otherwise specified in the Supplemental Conditions. The Contractor shall provide any additional details required by the Contract Administrator. After approval has been given, the Schedule shall not be changed by the Contractor without the prior written consent of the Contract Administrator.
- (2) The County reserves the right to withhold payment from the Contractor if:
 - (a) such Schedule has not been submitted or has not received the approval of the Contract Administrator prior to or with the first application for payment; or
 - (b) a revised Schedule has not been submitted or has not received the approval of the Contract Administrator prior to the first application for payment or any subsequent application for payment in the event of a change in the aforementioned Schedule; or
 - (c) a revised Schedule has not been submitted or has not received the approval of the Contract Administrator after an extension of time has been granted.
- (3) The Contractor shall comply with the approved Schedule and shall bear all costs to meet the Schedule. If the progress of the Work falls behind the most recent Schedule or is delayed for any reason other than one for which extra time is provided for in GC.8.06 - Delay in Completing Contract, the Contractor shall immediately adopt such measures including but not limited to engaging such additional labor and equipment, and work such additional hours as the Contract Administrator may order to bring the Work back on schedule, at the Contractor's expense.
- (4) If at any time the Contractor has been granted additional time under the provisions of GC.8.06 - Delay in Completing Contract or GC.4.05 - Changes in the Work: County, he shall forthwith submit a revised Schedule for the Contract Administrator's approval.

GC.8.02 - Contract Administrator May Order Better and More Plant and Labor:

- (1) If at any time the Contractor's methods or Plant or the quality or quantity of labor employed or materials furnished be such, in the opinion of the Contract Administrator, that there is likelihood that the Work will not be constructed satisfactorily, or if progress will not be maintained to the extent guaranteed in the latest approved Schedule, then in every such case, the Contract Administrator may in writing order the Contractor so to alter and improve his methods, to increase or improve his Plant to employ additional or more qualified workmen, or otherwise to conform with the Contract as the Contract Administrator may deem fit and the Contractor shall within forty-eight (48) hours comply or take steps to comply with the requirements of the Contract Administrator in these respects, without in any way relieving the Contractor from his responsibilities under GC.5.02.

- (2) In, in the opinion of the Contract Administrator, the Contractor has not complied sufficiently with the immediately preceding sub-clause, the Contract Administrator may arrange, after the expiration of the forty-eight (48) hour period referred to in GC.8.02(1), for better and more Plant through other sources and the Contractor shall reimburse the County for the cost thereof immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid. In the event that the Contractor fails to make payment to the County as required hereby, the County shall deduct the amount of such payment from any payment required to be made by the County to the Contractor under this Contract. If, in the opinion of the County Administrator, the Contractor has received all payments due to him under the Contract and the Contractor refuses or fails to make payment immediately upon receipt of the County Administrator's written Notice as required hereby, the Surety shall make such payment immediately upon receipt of written Notice from the County Administrator setting out the amount to be so paid.

GC.8.03 - The County's Right to Suspend Work:

- (1) The County Administrator has the right and may, by an order in writing, at any time stop or suspend all or any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work, or with any part thereof, and the Contractor shall not thereby be entitled to any claim for loss of profit, or anticipated profit, or for damages or for any additional payment except as allowed under GC.8.03(3) by reason of such order.
- (2) Whenever in the opinion of the County Administrator for any reason it is deemed advisable to suspend the Work, or any part thereof, the Contractor shall, on notice from the County Administrator, forthwith place the Work and secure the Site and any existing facilities thereon in a proper and satisfactory condition for the safe accommodation of the public, and for the effectual protection of the Site and any existing facilities and the Work against damage from the weather, vandalism or other causes, and shall so maintain it.
- (3) In the event of such right being exercised to cause any delay to the Contractor, then an extension of time to be fixed by the County Administrator shall be allowed for the completion of the Contract, and the County shall pay to the Contractor all reasonable expenses arising from such suspension of the Work, unless such suspension be due to default on the part of the Contractor, subcontractor or supplier. The Contractor shall furnish the County Administrator with proper vouchers for all items upon which a claim is made under this Clause, and the County Administrator's decision as to such expenses shall be final and binding upon both the County and the Contractor.
- (4) No such suspension shall vitiate this Contract or any part thereof, and at any time after such Work has been suspended, such Work may again be resumed in whole or in part at the option of the County Administrator and upon the Contractor receiving written Notice from the County Administrator that such Work or any part thereof is to be resumed he shall at once resume Work and diligently carry on the same.

GC.8.04 - Forfeiture of Contract:

- (1) The County Administrator shall have the full right and power to take the whole of the Work or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice, a copy of which Notice shall be given to the Surety, or the Virginia agent of the latter, in the event that the Contractor:
- (a) abandons the Work; or
 - (b) is adjudged bankrupt or insolvent; or
 - (c) makes a general assignment for the benefit of his creditors; or
 - (d) should have a receiver or liquidator appointed in respect of his assets; or
 - (e) is in the judgment of the County Administrator not executing or has not executed the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or
 - (f) in the judgment of the County Administrator is not progressing with the Work or any part thereof continuously and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the County Administrator within the time stipulated; or
 - (h) has not completed the Work within the time required; or

- (i) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the County Administrator; or
 - (j) fails to make prompt payment to his Sub-contractor or for the purchase or rental of material or Plant; or
 - (k) fails to promptly secure discharge of a lien claim, served upon the County, pursuant to Title 43 of the Code of Virginia within Thirty (30) Calendar Days after receipt of written Notice of the claim from the County Administrator; or
 - (l) disregards any laws, by-laws, and statutory regulations; or
 - (m) commits any other material breach of this Contract which in the opinion of the County Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
- (2) Upon such Notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said Notice.
- (3) The Surety may, at its option, assume this Contract in respect of the whole of the Work, or the portion thereof specified in the Notice on which the County Administrator has ordered the Contractor to discontinue the Work, as the case may be, and proceed to perform same, and may with the written consent of the County Administrator sublet the Work or portion of the Work so taken over; provided, however, that the Surety shall exercise its option, if at all, within Fourteen (14) Calendar Days after written notice to discontinue the Work has been served upon the Contractor and a copy of same upon the Surety or the Virginia agent of the latter.
- (4) The Surety in such event shall take the Contractor's place in all respects, shall be bound by all terms and conditions of the Contract Documents and shall be paid by the County in accordance with the terms of the Contract for all Work performed by it.
- (5) In case the Surety does not within Fourteen (14) Calendar Days exercise its right and option to assume the Contract as aforesaid or in the event that there is no Surety, then the County shall have the power to complete by contract or otherwise as it may determine, the Work herein before referred to or such portion of it as the County may deem necessary, and the Contractor agrees that the County shall have the right to take possession of and use any of the materials, Plant, supplies and property of every kind provided by the Contractor for the purpose of the Work and to procure other Plant and materials for the completion of the same. The County shall not be required to obtain the lowest price for the Work taken over from the Contractor.
- (6) In case the cost to the County, as certified by the County Administrator, of completing the Work or portion thereof as aforesaid, be less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the County, but if such certified cost of the Work performed by the County is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, then the County shall have a claim against the Contractor for all additional costs of the Work which have been incurred by the County in addition to the amount of any liquidated damages that the County is entitled to hereunder from the date fixed for the Total Completion of the work set forth in the Contract Documents and the Contractor shall pay the amount of such additional cost of the Work together with liquidated damages as provided for herein to the County upon Notice from the County Administrator setting out the amount so due. When any particular part of the Work is being carried on by the County, by contract or otherwise, under the provisions of this Clause, the Contractor shall continue the remainder of the Work in conformity with the terms and conditions of this Contract, and in such manner as in no way to hinder or interfere with the persons, Other Contractor, Contractors, or workmen employed by the County.

GC.8.05 - Effect of Taking the Work out of the Contractor's Control:

- (1) The taking of the Work or any part thereof out of the Contractor's control pursuant to GC.8.04 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
- (2) If the Work or any part thereof is taken out of the Contractor's control pursuant to GC.8.04, all Plant and material and the interest of the Contractor on all licenses, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the County without compensation to the Contractor.

- (3) When the Contract Administrator certifies that any Plant, material, or any interest of the Contractor referred to in GC.8.05(1) above is no longer required for the purpose of the Work, or that it is not in the best interest of the County to retain that Plant, material, or interest, it shall revert to the Contractor.

GC.8.06 Delay in Completing Contract:

- (1) Time shall be deemed to be of the essence for this Contract.
- (2) The Contractor shall be required to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Total Completion of the Work in the Contract Documents.
- (3) Unless otherwise specified in the Supplemental Conditions, should the Contractor fail to complete the Work in accordance with the Contract Documents and to the satisfaction of the Contract Administrator by the day fixed for the Substantial Completion of the Work in the Contract Documents, the Contractor, subject to GC.8.05 hereof, shall pay the sum stipulated in the Supplemental Conditions as liquidated damages for each and every Working Day following that day fixed for the Substantial Completion of the Work in the Contract Documents and ending on the day immediately preceding the day that Substantial Completion of the Work has been achieved and is so certified by the Contract Administrator.
- (4) Should the Contractor be delayed in the completion of the Work by reason of strikes, lock-outs (including lock-outs decreed by a recognized contractor's association for its members of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the County Administrator to be totally beyond his control, or any cause within the Contractor's control which the County Administrator has determined justified the delay, then the time for completion shall be extended for a period of time equal to the time lost due to such delays.
- (5) No extension for delay shall be approved unless a written Notice of the claim is received by the Contract Administrator from the Contractor within Seven (7) Calendar Days of the date on which the cause of delay arose.
- (6) Any Notice or claim for extension must state the cause of delay and the length of extension requested.
- (7) In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

G.C.8.07 – Contractor's Right to Stop Work or Terminate the Contract:

If the work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the County should fail to pay to the Contractor within forty-five (45) days any sum certified by the Contract Administrator when no dispute exists as to the sum certified, then the Contract may, upon ten (10) calendar days written notice to the County Board of Supervisors and the Contract Administrator, stop work or terminate the Contract and recover from the County payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

ARTICLE IX - MEASUREMENT AND PAYMENT

GC.9.01 - Contract Prices:

The Contract Price to be paid by the County to the Contractor shall be the sums certified by the County Administrator in the interim and final Progress Estimates; such sums to be ascertained and determined by the Contract Administrator as follows:

- (a) For Unit Price Contracts, upon the basis of the unit prices for the various classes of the Work included in the Schedule of Prices. These unit prices are gross prices including duty, freight, cartage, Local, State and Federal Taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for

supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith. The total amount to be paid to the Contractor for the Work described in the Contract will be the amount arrived at by measuring the net amount of each class of the Work listed in the Schedule of Prices, and pricing the same, in accordance with the unit prices therein.

- (b) For Lump Sum Contracts, upon the basis of the lump sum price included in the Schedule of Prices. The lump sum price shall be a gross price including duty, freight, cartage, Local, State and Federal taxes, if any, and all charges governmental or otherwise paid and including profit and all compensation which shall be due to the Contractor for supplying labor, materials, Plant and supervision, not only for the classifications expressly specified but for those which have been omitted such as the construction of drains, construction and removal of false work, backfilling excavations, drilling test holes, clearing the Site and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

GC.9.02 - Increased or Decreased Costs:

- (1) The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor which arises as a result of an increase or decrease in the cost of labor, Plant, material or otherwise unless expressly provided for therein.
- (2) Notwithstanding GC.9.02(1) and subject to GC.9.02(4), the Contract Price shall be adjusted in the manner provided in Article IV - Scope of Work, if any change in a tax imposed under Local, State or Federal law
 - (a) occurs after the Time and Date set for Final receipt of Proposals;
 - (b) applied to material; and
 - (c) affects the cost to the Contractor the Contractor which arises as a result of an increase or decrease in the cost of labor, Plant, material or otherwise unless expressly provided for therein.
 - (d) Notwithstanding GC.9.02(1) and subject to GC.9.02(4), the Contract Price shall be adjusted in the manner provided in Article IV - Scope of Work, if any change in a tax imposed under Local, State or Federal law
 - (e) occurs after the Time and Date set for Final receipt of Proposals;
 - (f) applied to material; and
 - (g) affects the cost to the Contractor either the appropriate Federal or State agency before that date, the change shall be deemed to have occurred before the Time and Date Set for Final Receipt of Proposals and the Contractor shall not be entitled to an increase in the Contract Price.

GC.9.03 - Measurement and Payment (Construction):

- (1) By the Fourteenth (14th) Calendar Day after the end of any month, or as soon thereafter as possible, the Contract Administrator shall, subject to receiving all necessary information from the Contractor, make and deliver to the County Administrator a monthly or Final Progress Estimate certified by the Contract Administrator and signed by the Contractor setting out the quantity and value of the Work performed during the preceding month. The signature of the County Administrator thereon will make such Progress Estimate valid for payment.
- (2) By the Seventh (7th) Calendar Day after the end of any month following the month during which authorized Extra Work shall have been completed and before the Contract Administrator completes the Progress Estimate for that month, the Contractor shall furnish to the Contract Administrator a statement signed by the Contractor which shall set forth accurately all of the authorized Extra Work completed during that month and the amount claimed therefor in accordance with the valuation method set out in GC.4.07. Subject to GC.9.03(4), every such statement certified by the Contract Administrator shall be final and binding upon the Contractor.
- (3) With regard to the work specified in the Contract, a monthly Progress Estimate is not to be taken as an accurate setting forth of the state of the Work. With regard to any claim for payment for Extra Work, it is the intention that any such claim,

whether consisting of labor performed or of material delivered or of both, shall be entirely included in the Progress Estimate for the month following the month during which such Work was performed.

- (4) Should the Contractor have reason to claim that an error has been made in the monthly or Final Progress Estimate or more particularly in the measurement and payment for Extra Work by the Contract Administrator, the Contractor shall notify the County Administrator in writing of his contention with respect thereto within Seven (7) Calendar Days of receiving the Progress Estimate, and request a determination thereon from the County Administrator. The Contractor shall be paid the amount certified by the Contract Administrator until a determination has been made by the County Administrator hereunder or in accordance with GC.9.06 hereof.
- (5) If the Contractor fails to so appeal to the County Administrator for a determination within Seven (7) Calendar Days of receiving the Progress Estimate, the Contractor shall be deemed to have waived any said claim. Oral appeals or oral protests shall not amount to substantial compliance with any of the provisions of this Article.
- (6) If the Contractor disagrees with the determination of the County Administrator, he must, within Seven (7) Calendar Days after receiving Notice of the County Administrator's determination, notify the Board of Supervisors in writing of his contention with respect thereto and request that the dispute be referred to Arbitration in accordance with GC.11.01.
- (7) In the case of the Contractor's neglect or failure to observe fully and faithfully the above conditions, he shall forfeit all right to any claim for additional payment therefor over and above that approved by the Contract Administrator which the Contractor otherwise might have had, and shall not make any claim in respect thereof, and if made, the County may reject the same as invalid and he shall not have any right of recovery in respect hereof, at law or otherwise.
- (8) It is intended in all matters referred to above that both the Contract Administrator and Contractor shall act promptly.
- (9) In accordance with the rules of procedure adopted by the Board of Supervisors from time to time, any payment made by the County to the Contractor on account of a Progress Estimate shall be less any deduction required to be made by Title 43 of the Code of Virginia, and such other deductions as are authorized by the Contract.
- (10) Any payment made by the County to the Contractor on account of a Progress Estimate shall be less a Five Percent (5%) retainage to assure faithful performance of the Work required under the Contract. All amounts retained under this provision shall be included in the Final Payment upon Total Performance made pursuant to GC.9.07.
- (11) All the foregoing information shall be furnished by the Contractor on behalf of himself and all Sub-Contractors before payment shall be made by the County. The County may make payment to such persons as shall be entitled thereto for any or all amounts for which the Contractor or any Sub-Contractor is shown to be indebted or liable to pay in respect of labor, services, or materials furnished on the Work. Payment of such amounts shall discharge the County's liability to the Contractor to the same extent as payment directly to him.
- (12) Payment of monthly Progress Estimates or the Final Progress Estimate by the County to the Contractor shall not be transferable or assignable in any way as a debt or liability of the County to the Contractor.

GC.9.04 - Measurement and Payment: (Product, Supply and Installation)

- (1) Notwithstanding the provisions of GC.9.03 for contracts which include the supply and installation of a product including but not limited to equipment, pumps, pipes, cable, structural components, etc., payment for such product shall be governed by the payment schedule set out in the Supplemental Conditions. Such payment shall only be made upon title to the product being transferred to the County. Such payments shall not be transferable or assignable in any way as a debt or liability of the County to the Contractor.
- (2) Any Extra Work to be performed in connection with the supply and installation of any product requires the prior written approval of the Contract Administrator in accordance with Article IV hereof. Such Extra Work will be valued in accordance with the provision of GC.4.07.

GC.9.05 - Payment of Sub-Contractors.

- (1) Contractor is hereby obligated:
 - (a) To pay the Sub-Contractor(s) within Seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of payment received for work performed by the Sub-Contractor(s) under the contract; or
 - (b) To notify the County and the Sub-Contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- (2) The Contractor is obligated to pay the Sub-Contractor(s) interest at a rate of One (1) Percent per month (unless otherwise provided under the terms and conditions of the contract) on all amounts owed by the Contractor that remain unpaid Seven (7) Days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Sub-Contractor shall not be construed to be an obligation for the County.

GC.9.06 - Payment Withheld:

- (1) The County Administrator may withhold or retain the whole or part of any Progress Estimate to the extent necessary to protect the County from loss on account of one (1) or more of the following in the event that the Contractor:
 - (a) abandons the Work; or
 - (b) is adjudged bankrupt or insolvent; or
 - (c) makes a general assignment for the benefit of his creditors;
 - (d) should a receiver or liquidator be appointed in respect of his assets; or
 - (e) is in the judgment of the County Administrator not executing or has not been executing the Work, or any part thereof, in a sound and workmanlike manner and to his satisfaction and in all respects in strict conformity with the Contract; or
 - (f) in the judgment of the County Administrator, is not progressing continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated; or
 - (g) refuses or neglects forthwith, when so ordered, to conduct the Work so as to ensure its completion, in the opinion of the County Administrator within the time stipulated; or
 - (h) has not completed the work within the time required; or
 - (i) refuses or neglects to take down, rebuild, repair, alter or amend any defective or unsatisfactory Work, or to remove any condemned material or workmanship, or to comply with any reasonable order in connection therewith which he may receive from the County Administrator; or
 - (j) fails to make prompt payment to his Sub-Contractors, his employees or on account of the purchase or rental of material or Plant in accordance with GC.9.05; or
 - (k) fails to promptly secure a discharge of a lien or trust claim served upon the County pursuant to Title 43 of the Code of Virginia; or
 - (l) disregards any laws, by-laws and statutory regulations; or
 - (m) fails to sign either a monthly Progress Estimate or the Final Progress Estimate as required under GC.9.03(1); or
 - (n) fails to employ or keep a competent Supervisor and necessary assistant on the Work or to replace the Supervisor as required by GC.5.01(4); or
 - (o) fails to comply with the provisions of GC.8.01(2); or
 - (p) commits any other material breach of this Contract which in the opinion of the County Administrator indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.
- (2) Where the Contract Administrator deems it necessary to correct any portion of the Work, the County Administrator may deduct the difference in value between the Work done and that called for by the Contract from the Contract Price, said amount to be determined by the Contract Administrator.
- (3) The County Administrator will give the Contractor notice of withholding payment under the provisions of this General Condition within Twenty (20) Days of receipt of any Monthly or Final Progress Estimate.

GC.9.07 - Waiver of Claims:

Subject to GC.9.03(4), acceptance by the Contractor of payment of the Final Progress Estimate shall constitute a waiver and release by him of all claims against the County whether for payment for Work done, damages or otherwise arising out of the Contract.

GC.9.08 - Final Payment:

- (1) Payment of the Final Progress Estimate, including any retainage withheld pursuant to General Condition GC.9.03(10) shall be subject to all conditions herein before set forth with regard to the payment of Monthly Progress Estimates and upon compliance with the following additional conditions:
 - (a) completion of inspection and issue of a Certificate of Total Completion of the Work by the Contract Administrator;
 - (b) production of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing;
 - (c) Submission of release or waiver of lien forms from the Contractor and all Sub-Contractors performing Work under this Contract in a form acceptable to the Contract Administrator
- (2) Payment on account of the Final Progress Estimate, including the holdback made by the County in compliance with Title 43 of the Code of Virginia shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the County is in receipt of a lien claim.
- (3) Payment of the Final Progress Estimate shall not be made by the County until all claims against the Contractor or any Sub-Contractor for wages, the purchase of material or rental of Plant, work or services performed for the Contractor or for damages, or howsoever otherwise arising out of or in connection with the Work shall have been paid, vacated or discharged.
- (4) Neither the issue of a Certificate of Completion or payment of the Final Progress Estimate shall relieve the Contractor from his responsibility either under Article X hereof or as a result of any breach of this Contract including but not limited to faulty or defective Work appearing after Total Completion, failure of the Work to comply with the Contract Documents or the requirement to comply with the terms of any special guarantees set out in the Supplemental Conditions, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the County Administrator.

GC.9.09 - Cost Records:

- (1) The Contractor, at his sole cost and expense, shall provide the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08 or GC.9.02, with every facility for the compilation of cost records, and when required, as aforesaid, shall supply all data necessary for such purpose from payrolls, time books, invoices, and all other sources from which the Commissioner may find it necessary to obtain information.
- (2) The Contractor, at his sole cost and expense, shall, when a valuation is required pursuant to GC.4.07 or GC.4.08, furnish the Contract Administrator with correct statements of number, name, rate and time for each of the person, and identifying description, rate and time for each of the trucks and other equipment, employed or used by him, including expenses for maintenance and operation.
- (3) The Contractor, at his sole cost and expense, shall provide to the Contract Administrator, when a valuation is required pursuant to GC.4.07, GC.4.08, or GC.9.02, all such information and evidence, including all necessary mathematical calculations of holdback and interest, as shall be reasonably necessary to ensure full and accurate compliance by the County with the requirements of Title 43 of the Code of Virginia with regard to the disbursement of holdback monies, and shall save harmless and keep indemnified the County against all claims and demands which may be made against it for losses, damages, or expenses of any kind whatsoever, resulting from inaccuracies in the said information or in payments made pursuant thereto inclusive of the value of all legal services and disbursements required to defend such a claim without having regard to the fact that legal services have been performed by a salaried employee of the County.

GC.9.10 - Performance and Payment Bonds

- (1) The Contractor shall deliver the following bonds or security to the Procurement Division which shall become binding on the parties upon the execution of the contract:
 - (a) A performance bond in form satisfactory to the County, executed by a surety company acceptable to the County and authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (b) A Labor and Material payment bond in form satisfactory to the County, executed by a surety company acceptable to the County authorized to do business in Virginia or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its Sub-contractors for the performance of the work provided for in the contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to 100% of the price specified in the contract; and
 - (c) A Prime Contractor shall not be precluded from requiring each Sub-contractor to furnish a payment bond with surety thereon in an amount equal to 100% of the contract with such Sub-contractor.
- (2) No action against the surety on a performance bond shall be brought unless within one year after completion of the contract, including the expiration of all warranties and guarantees, or discovery of the defect or breach of warranty, if the action be for such or such longer period of time as may be provided by the bond. Every person who has furnished labor or material to the Contractor or its Sub-contractors for the work provided in the contract in respect of which a payment bond is furnished, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or material was furnished or supplied by such person for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute said action to final judgment for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a Sub-contractor of the Contractor, but no contractual relationship express or implied with the Contractor furnishing said payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 180 days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing by registered or certified mail, postage prepaid, in any envelope addressed to the Contractor at any place the Contractor maintains an office or conducts its business. Every suite instituted upon a performance and payment bond shall be brought in a court of competent jurisdiction for the County in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in any such suit.
- (3) In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. The Contractor may furnish a letter of credit in a form acceptable to the County and from a bank or savings and loan institution acceptable to the County. Alternative forms of security provided under this subsection must afford the same protection to the County as equivalent to the corporate surety bond.

GC.9.11 - Intentionally left blank**ARTICLE X - WARRANTY**GC.10.01 - Warranty:

- (1) The Contractor, unless specifically stated otherwise in the Contract Documents, shall, at his sole cost and expense, maintain the Work against any and all defects or deficiencies or otherwise which may arise for a period of one (1) year from the date of the Certificate of Total Completion.

- (2) Upon receipt of written Notice from the County Administrator, the Contractor shall, at his sole cost and expense, remedy any defect or deficiency or otherwise identified by the County Administrator, within the one (1) year period as aforementioned, in the manner and within the time periods specified in the said Notice. A copy of the said Notice shall be given to the Surety or its Virginia agent.
- (3) The Contractor shall also, at his sole cost and expense, remedy any and all damage that may arise or result from the defect, deficiency or otherwise referred to in the said Notice or as a result of the correction of same.
- (4) If the Contractor fails for any reason whatsoever to remedy the defects or deficiencies or otherwise in the manner and within the time periods specified in the said Notice, the County Administrator may take all steps necessary to have the defects, deficiencies or otherwise remedied either by the County's own forces or by another contractor or contractors. The cost of such remedial work shall be paid to the County by the Contractor within Seven (7) Calendar Days of receipt of written Notice from the County Administrator to the Contractor setting out the amount to be paid. In the event that the Contractor fails to make payment to the County as required hereunder, the Surety shall make such payment to the County within Seven (7) Calendar Days of receipt of written Notice from the County Administrator setting out the amount to be paid.
- (5) Notwithstanding the generality of the foregoing,
 - (a) in any case where repairs must be made immediately, by reason of an emergency existing or otherwise, the County shall have the right to undertake such repairs and charge the cost of making such repairs to the Contractor, except that the County Administrator shall immediately notify the Contractor and shall withdraw its forces as soon as the Contractor's forces assume performance of the repair.
 - (b) all costs resulting from the need to undertake remedial work during the warranty period as aforesaid, whether by the Contractor, his Sub-contractor, or by the County, as provided herein, shall be borne by the Contractor. In addition, the Contractor shall be liable to the County for all expenses, losses or damages incurred by the County as a result of such defects, deficiencies or otherwise referred to herein or as a result of the Contractor's failure to meet the warranty requirements specified herein, including, but without limiting the generality hereof, all costs of engineering, inspecting and testing.
- (6) Notwithstanding the provisions of this Article, if any statute in force in the Commonwealth of Virginia or in the jurisdiction where the material was manufactured or if a manufacturer's warranty extends beyond the warranty period specified in these Contract Documents, then the provisions of such statute or manufacturer's warranty shall apply.
- (7) In the event that the Contractor can prove, following completion and payment for the remedial work, that the defect, deficiency or otherwise was attributable to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors, the County shall promptly reimburse the Contractor for the cost of undertaking such remedial work. If the Contractor fails for any reason whatsoever to remedy the defect, deficiency or otherwise in the manner and within the time limit specified in GC.10.01(2), the Contractor shall not be entitled to repayment of the monies that he is required to pay to the County under GC.10.01(4) if the Contractor is later able to establish that the defect, deficiency or otherwise was due to a design defect, deficiency or otherwise or resulted from third party damage not attributable to the Contractor or his Sub-contractors.
- (8) Where, because of adverse weather or other conditions reasonably beyond the control of the Contractor, a component of the Work cannot be completed but that component does not prevent the balance of the Work from being put to its intended use, the County Administrator may permit the warranty period to commence prior to the Total Performance of the Contract in the manner set out in the Supplemental Conditions.

GC.10.02 - Acceptance of the Work:

- (1) The Contract Administrator shall issue a Certificate of Acceptance of the Work following the expiration of the warranty period upon:
 - (a) the satisfactory performance of the Work during the warranty period;

- (b) the Contractor remedying all defects, deficiencies or otherwise identified by the County Administrator during the warranty period in the manner prescribed herein and to the satisfaction of the County Administrator.
 - (c) the successful conclusion of tests required by the County immediately preceding the conclusion of the warranty period.
- (2) No certificate other than the Certificate of Acceptance shall:
- (a) be deemed to constitute acceptance of the Work or any part or parts thereof; or
 - (b) be taken as an acceptance of:
 - i) the due performance of any or all of the Contract; or
 - ii) the accuracy of any claim or demand by the Contractor; or
 - iii) additional or varied work having been ordered by the County.
- (3) The Certificate of Acceptance shall not, however, relieve the Contractor from his responsibilities as a result of any breach of this Contract by the Contractor, including, but not limited to, faulty or defective work appearing after the Certificate of Acceptance has been issued, failure of the Work to comply with the Contract Documents, or the requirement to comply with the terms of any special guarantees set out in the Supplemental Conditions.

ARTICLE XI - DISPUTES

GC.11.01 - Contractual Disputes:

Contractual claims, whether for money or for other relief shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. The filing of a timely notice is a prerequisite to recovery under this Section. Although the Contractor may be required to submit certain classes of claims prior to final payment, and the Contractor is not prevented from filing claims during the pendency of the Work, the Board of Supervisors shall not be obligated to render a final written decision on any claim until after final payment. All claims shall be submitted along with all practically available supporting evidence and documentation.

No written decision denying a claim or addressing issues related to the claim, if rendered prior to final payment, shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Board of Supervisors or his designee. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's final written decision on the claim unless the County fails to render such a decision within ninety (90) days of submission of the claim or within ninety (90) days of final payment, whichever is later.

The decision of the Board of Supervisors shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Board of Supervisor's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

END OF SECTION 00700